

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
St. Louis Cardinals, LLC		05/30/2017	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	214 North Tryon Street, 21st Floor
Internal Address:	Attn: Madison B. Wyche, IV
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	5042269	CARDENALES
Registration Number:	4881596	CARDENALES
Registration Number:	4881481	STL
Registration Number:	4831730	
Registration Number:	4682369	RALLY SQUIRREL
Registration Number:	4477197	CARDS
Registration Number:	4402600	CARDS
Registration Number:	4078907	CARDINALS CARE ST. LOUIS CARDINALS COMMU
Registration Number:	4061118	REDBIRD ROOKIES A CARDINALS CARE TEAM
Registration Number:	4054865	REDBIRD ROOKIES A CARDINALS CARE TEAM
Registration Number:	3697225	
Registration Number:	3797653	ST. LOUIS PERFECTOS
Registration Number:	3295308	STL
Registration Number:	3383009	STL
Registration Number:	3360603	STL
Registration Number:	3497105	CARDINALS
Registration Number:	3370461	CARDINALS
Registration Number:	3410579	CARDINALS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3455369	CARDINALS
Registration Number:	2778410	CARDINALS
Registration Number:	2565213	CARDINALS
Registration Number:	2563494	CARDINALS
Registration Number:	2641836	CARDINALS
Registration Number:	2565162	STL
Registration Number:	2597277	CARDINALS
Registration Number:	2619845	STL
Registration Number:	1646801	CARDINALS
Registration Number:	1613969	CARDINALS
Registration Number:	1560783	STL
Registration Number:	1566743	CARDINALS
Registration Number:	1561782	ST. LOUIS CARDINALS
Registration Number:	1561781	
Registration Number:	1566742	ST. LOUIS CARDINALS
Registration Number:	1550274	
Registration Number:	1290475	ST. LOUIS CARDINALS
Registration Number:	1214917	STL
Registration Number:	1152691	FREDBIRD
Registration Number:	1161375	CARDINALS SL
Registration Number:	1029880	
Registration Number:	843040	
Registration Number:	843039	
Registration Number:	841051	CARDINALS

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Email: tadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0263349-0052
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	05/31/2017

Total Attachments: 17

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

THIS TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (“Trademark Security Agreement”) dated as of May 30, 2017, is made by ST. LOUIS CARDINALS, LLC, a Missouri limited liability company (the “Borrower”, and, together with any Subsidiaries of the Borrower that become party to this Trademark Security Agreement pursuant to Section 23 hereof, the “Grantors” and each a “Grantor”), in favor of BANK OF AMERICA, N.A., as administrative agent (together with its successor(s) in such capacity, the “Administrative Agent”) for each of the Secured Parties party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, on the date hereof, the Grantor has entered into a Credit Agreement (as amended, restated, modified, supplemented and/or extended from time to time, the “Credit Agreement”) with Bank of America, N.A., acting in its capacity as Administrative Agent and L/C Issuer, and the lenders from time to time party thereto (the “Lenders”), pursuant to which the Lenders have agreed, subject to the terms and conditions contained therein, to extend credit to the Borrower;

WHEREAS, pursuant to Section 6.12 of the Credit Agreement any Person who becomes a Domestic Subsidiary of the Borrower after the Closing Date shall be required to execute and deliver a Guaranty guaranteeing the payment and performance by the Borrower of all of its Obligations;

WHEREAS, pursuant to a Security Agreement dated as the date hereof (as amended, restated, modified, supplemented and/or extended from time to time), each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in its property and assets (the “Collateral”), including, without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance by the Grantors of all of their Obligations;

WHEREAS, the Grantors, through separate legal entities, comprise one integrated financial enterprise, and the extension of credit to the Borrower under the Credit Agreement will inure, directly or indirectly, to the benefit of each of the other Grantors as the successful operation of such other Grantors is dependent on the continued successful operation of the Borrower;

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement; and

WHEREAS, it is a condition precedent to the making of the Loans under the Credit Agreement that the Grantors execute and deliver this Trademark Security Agreement and the other Security Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to provide other extensions of credit under the Credit Agreement, the parties hereto hereby agree as follows:

1. Definitions and Rules of Construction.

1.1. Credit Agreement Definitions. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement.

1.2. Certain Definitions. As used herein, the following terms shall have the meanings set forth below:

“Applicable IP Office” means the USPTO, CIPO, or any similar office or agency within or outside the United States.

“Associated Goodwill” shall mean all goodwill of each Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

“CIPO” shall mean the Canadian Intellectual Property Office.

“Pledged Trademarks” shall mean all of the Grantors’ right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing; provided, that Pledged Trademarks 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 Pledged Trademarks 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 Pledged Trademarks, including any proceeds of the foregoing or (ii) any foreign Trademarks and Trademark Registrations.

“Related Assets” shall mean all assets, rights and interests of each Grantor that uniquely reflect or embody the Associated Goodwill.

“Trademark Security Agreement” shall mean this Trademark Collateral Security and Pledge Agreement, as amended, modified, supplemented, restated and/or extended from time to time.

“Trademark License Rights” shall mean any and all past, present or future rights and interests of the Grantors pursuant to any and all past, present and future franchising or licensing agreements in favor of the Grantors, or to which any Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party. Notwithstanding the foregoing, Trademark License Rights shall not include those trademark or trade name rights which are held by any Grantor as licensee, to the extent that such items are not assignable or capable of being encumbered as a matter of law or without the consent of the licensor thereof under the terms of such license (but solely to the extent that any such provision of any license or other agreement shall be enforceable under applicable law).

“Trademark Registrations” shall mean all present or future federal, state, local and foreign registrations of the Trademarks, all present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Grantor or the Administrative Agent, and to take any and all

actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

“Trademark Rights” shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

“Trademarks” shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Grantors that (i) are set forth on Schedule A hereto, or (ii) are now owned by any Grantor, or in which any Grantor has any right, title or interest, or (iii) are in the future owned by any Grantor, or in which such Grantor in the future acquires any right, title or interest.

“Use” shall mean, with respect to any Trademark, all uses of such Trademark by any Grantor or its business, including all such uses by such Grantor itself or that are imputed to such Grantor, *i.e.*, those uses made by affiliates, franchisees, licensees and contractors of such Grantor that were specifically authorized by such Grantor to be made on such Grantor’s behalf.

“USPTO” shall mean the United States Patent and Trademark Office.

1.3. Rules of Construction. Unless otherwise provided herein, the rules of interpretation set forth in Article I of the Credit Agreement shall be applicable to this Trademark Security Agreement.

2. Grant of Security Interest.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations and subject to the MLB Rules and Regulations, each Grantor hereby unconditionally grants to the Administrative Agent a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1 and subject to all present and future conditions and restrictions imposed by or under the MLB Rules and Regulations and otherwise in connection with the use or transfer of the Collateral, each Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, such Grantor’s entire right, title and interest in and to the Pledged Trademarks; provided, that such grant, assignment, transfer and conveyance shall be and become of force and effect only, subject to Section 22 hereof, (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Administrative Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of

Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any Grantor to the Administrative Agent or its nominee in lieu of foreclosure), and, in all such cases, shall only be exercised in accordance with the MLB Rules and Regulations.

2.3. USPTO & CIPO Filing. Subject to the MLB Rules and Regulations, the Administrative Agent is hereby authorized to file with the USPTO and CIPO, as applicable, evidence of the security interest and conditional assignment granted hereunder on such form or forms as such office shall from time to time proscribe.

2.4. Supplemental to Security Agreement. Pursuant to the Security Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder are hereby ratified and confirmed in all respects. In no event shall this Trademark Security Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Security Agreement (or any document hereunder) with the USPTO or CIPO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent or the Secured Parties in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Security Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent or the Secured Parties in and to the Collateral under or in connection with the Security Agreement, this Trademark Security Agreement or the Uniform Commercial Code; provided, that the foregoing are subject to the MLB Rules and Regulations. Any and all rights and interests of the Administrative Agent or the Secured Parties in and to the Pledged Trademarks (and any and all obligations of the Grantors with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent and the Secured Parties (and the obligations of the Grantors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement, subject to the MLB Rules and Regulations, and shall not be in derogation thereof.

3. Representations, Warranties And Covenants. Each Grantor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademark Registrations with each of the USPTO and CIPO in the name of such Grantor by MLB on such Grantor's behalf; (b) the Trademark Registrations listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, to the knowledge of the Grantors, there is no litigation or proceeding pending challenging the validity or enforceability of such Trademark Registrations; (c) to the knowledge of such Grantor, each of the Trademark Registrations listed on Schedule A is valid and enforceable; (d) to the knowledge of such Grantor, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights that are material to such Grantor or its business; (e) to the knowledge of such Grantor, no claim has been made that the use of any of the Trademarks that are material to such Grantor or its business violates or may violate the rights of any third person, and to the knowledge of such Grantor, there is no infringement by such Grantor of the trademark rights of others; (f) subject to the MLB Rules and Regulations, such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks that are material to such Grantor or its business (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Grantor is licensed to use), free and clear of any liens, charges or other encumbrances, other than Permitted Liens and the security interest and conditional assignment created by

the Security Agreement and this Trademark Security Agreement; (g) subject to the MLB Rules and Regulations, such Grantor has the unqualified right to enter into this Trademark Security Agreement and to perform its terms; (h) such Grantor has used, and will continue to use, all legally required notices in connection with its use of the Trademarks, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; (i) such Grantor has used, and will continue to use for the duration of this Trademark Security Agreement, consistent standards of quality in its provision of products and services sold or provided under the Trademarks, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; (j) this Trademark Security Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks listed on Section I of Schedule A upon making the filings referred to in clause (k) of this Section 3; and (k) solely with respect to the Pledged Trademarks listed on Section I of Schedule A, except for the filing of financing statements with the Missouri Secretary of State under the Uniform Commercial Code and the recording of this Trademark Security Agreement with the USPTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Security Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Administrative Agent (for the benefit of the Secured Parties) of any of its rights and remedies hereunder, except for any approvals or consents required in connection with a foreclosure by the Administrative Agent. For the avoidance of doubt, any representation or warranty contained in this Section 3 that is based upon the Grantors' "knowledge" or any similar phrase shall not be deemed to include the knowledge of any MLB Entity.

4. Inspection Rights. Subject to the MLB Rules and Regulations, each Grantor hereby grants to the Administrative Agent and its employees and agents the right, upon reasonable notice during normal business hours, to visit such Grantor's plants and facilities, if any, that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto upon reasonable advance notice at reasonable times during regular business hours.

5. No Transfer or Inconsistent Agreements. Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Grantors' business, no Grantor will (a) except as permitted pursuant to the terms of the Credit Agreement, mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Trademark Security Agreement or the Security Agreement.

6. After-Acquired Trademarks, etc.

6.1. After-Acquired Trademarks. Subject to the MLB Rules and Regulations, if, before the Obligations shall have been finally paid and satisfied in full and the Aggregate Commitments have been terminated, such Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights (other than 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), the provisions of this Trademark Security Agreement shall automatically apply thereto. Upon the request of the Administrative Agent, each Grantor shall request from the appropriate MLB Entity a report that lists and reasonably describes all Trademark Registrations with each of the USPTO and CIPO in the name of such Grantor as of such date, provided, that so long as no Default or Event of Default has occurred and is continuing, the Administrative Agent will not make such request more frequently than

annually. Promptly after receipt of such report, such Grantor shall provide to the Administrative Agent a copy thereof and, subject to the MLB Rules and Regulations, execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademarks, Trademark Registrations and Trademark Rights described therein.

6.2. Amendment to Schedule. The Grantors authorize the Administrative Agent to modify this Trademark Security Agreement without the necessity of any Grantor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. Trademark Prosecution.

7.1. Grantors Responsible. Each Grantor shall have the right and duty to prosecute any action that it determines is necessary or appropriate to protect its interest in the Pledged Trademarks that are material to such Grantor or its business and shall hold the Administrative Agent and each Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Secured Party in connection with the interests of the Administrative Agent and the Secured Parties in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Security Agreement or the transactions contemplated hereby. In respect of such responsibility, such Grantor shall retain trademark counsel retained in accordance with the MLB Rules and Regulations.

7.2. Grantors' Duties, etc. Each Grantor shall have the right and the duty to the extent it determines necessary or appropriate, through trademark counsel retained in accordance with the MLB Rules and Regulations, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Security Agreement or thereafter that are material to such Grantor or its business, to preserve and maintain all rights in the Trademarks and Trademark Registrations that are material to such Grantor or its business, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations unless, in each case, the failure to do so could not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. Unless reasonably required by any MLB Entity, such Grantor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, unless the abandonment could not reasonably be expected to have a Material Adverse Effect.

7.3. Grantors' Enforcement Rights. Each Grantor shall have the right and the duty to the extent it determines necessary or appropriate to bring suit or other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. Any Grantor may require the Administrative Agent to join in such suit or action as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent to any risk of liability. Each Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable and documented legal fees, incurred by the Administrative Agent pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, each Grantor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as it deems necessary to

properly maintain, protect, preserve, care for and enforce the Pledged Trademarks, unless the failure to do so could not reasonably be expected to result in a Material Adverse Effect. No Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks that are material to such Grantor or its business.

7.5. Notification by Grantors. Upon the request of the Administrative Agent, the Grantors shall request from the appropriate MLB Entity a report that describes in reasonable detail in writing, (a) any final adverse determination in, any proceeding in any Applicable IP Office, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Grantor's rights, title or interests in and to the Pledged Trademarks that could reasonably be expected to result in a Material Adverse Effect, and (b) any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Grantor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks), provided, that, so long as no Default or Event of Default has occurred and is continuing, the Administrative Agent will not make such request more frequently than annually. Promptly following the receipt of such report, such Grantor shall deliver a copy thereof to the Administrative Agent.

8. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, subject to Section 22 hereof and the restrictions contained in the MLB Rules and Regulations, in addition to all other rights and remedies given it by this Trademark Security Agreement (including, without limitation, those set forth in Section 2.2), the Credit Agreement, the Security Agreement, the other Security Documents and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Security Agreement (including all expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in Section 19 of the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to such Grantor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of. For the avoidance of doubt, pursuant to the MLB Rules and Regulations, no Pledged Trademarks may be used, licensed or sublicensed by or transferred to the Administrative Agent, and the Administrative Agent may not use, license or sublicense any of the Pledged Trademarks, unless the Cardinals Franchise (or management thereof) has been transferred in accordance with the MLB Rules and Regulations.

9. Collateral Protection. If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be breached in any material respect, the Administrative Agent (for the benefit of the Secured Parties), in its own name or that of such Grantor (in the sole discretion of the Administrative Agent but with prior notice to such Grantor such that such Grantor has a reasonable opportunity to do such act or remedy such breach), may (but shall not be obligated to), to the extent permitted by the MLB Rules and Regulations, do such act or remedy such

breach (or cause such act to be done or such breach to be remedied), and such Grantor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. Power of Attorney. If any Event of Default shall have occurred and be continuing, each Grantor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder, subject in each instance to the terms and conditions of the MLB Rules and Regulations and Section 22 hereof. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Administrative Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Security Agreement.

11. Further Assurances. The Grantors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as reasonably necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may reasonably request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Security Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Pledged Trademarks.

12. Termination. At such time as all of the Obligations have been finally paid and satisfied in full and the Aggregate Commitments have been terminated, this Trademark Security Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Grantors, promptly execute and deliver to the Grantors all deeds, assignments and other instruments as may be necessary or proper to terminate the security interest granted hereunder and reassign and reconvey to and re-vest in the Grantors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent, for the benefit of the Secured Parties, by the Grantors pursuant to this Trademark Security Agreement, as fully as if this Trademark Security Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. Course of Dealing. No course of dealing between any Grantor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable and documented attorneys' fees and expenses reasonably incurred by the Administrative Agent in connection with the preparation of this Trademark Security Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors.

15. Overdue Amounts. Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and to the extent not paid within five (5) Business Days after request by the Administrative Agent shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE GRANTORS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE AND DOCUMENTED LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT WITH RESPECT TO SUCH LIABILITIES EXCEPT FOR LIABILITIES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY.

17. Notices. All notices and other communications made or required to be given pursuant to this Trademark Security Agreement shall be in writing and shall be delivered in the manner and at the respective addresses specified in Section 10.02 of the Credit Agreement and Section 13 of the Guaranty.

18. Amendment and Waiver. This Trademark Security Agreement is subject to modification only by a writing signed by the Administrative Agent and the Grantors and only when all necessary MLB Approvals have been obtained in advance, except as provided in Section 6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; JURISDICTION.

19.1. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; PROVIDED THAT THE ADMINISTRATIVE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

19.2. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR

OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, THE L/C ISSUER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF OR THE COURTS OF THE STATE OF MISSOURI SITTING IN ST. LOUIS CITY AND OF THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF MISSOURI (EASTERN DIVISION), AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK OR MISSOURI STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST SUCH GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

19.3. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 19.2 OF THIS TRADEMARK SECURITY AGREEMENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

19.4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT AND SECTION 13 OF THE GUARANTY. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

20. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY

AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

21. Miscellaneous. The headings of each section of this Trademark Security Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Security Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Trademark Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Trademark Security Agreement.

22. Major League Baseball Requirements.

22.1. It is understood and acknowledged that each Grantor's rights and obligations with respect to its Trademarks, and Trademark Registrations, Trademark Rights and Trademark Licenses are subject to the MLB Rules and Regulations, and that each Grantor's obligations and the Administrative Agent's rights hereunder are subject to the terms of the MLB Rules and Regulations.

22.2. Notwithstanding anything herein to the contrary, (i) the parties hereto hereby acknowledge and agree that (a) this Trademark Security Agreement is subject to the terms of Section 8.04 and Section 10.20 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 22 directly against any party hereto (or their successors and permitted assigns)-, (ii) neither the Administrative Agent nor any other Secured Party may foreclose upon any Collateral related to the Cardinals Franchise (including the Pledged Trademarks) unless it is also foreclosing on, or has foreclosed on, the Cardinals Franchise and (iii) neither the Administrative Agent nor any other Secured Party may sell, transfer or otherwise dispose of any Collateral related to the Cardinals Franchise (including the Pledged Trademarks) to any Person, other than any Person that owns or is acquiring the Cardinals Franchise.

23. Additional Grantors. Each Subsidiary of the Borrower that is not in existence on the date of this Trademark Security Agreement and is subsequently formed or otherwise created is required to enter into this Trademark Security Agreement as a Grantor in accordance with the provisions of Section 6.12 of the Credit Agreement. Upon execution and delivery after the date hereof by the Administrative Agent and such Subsidiary of an instrument in form and substance satisfactory to the Administrative Agent, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The rights and obligations of each existing Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as an instrument under seal as of the date first above written.

GRANTORS:

ST. LOUIS CARDINALS, LLC

By: *Bradford S. Wood*
Name: Bradford S. Wood
Title: CFO

STATE OF Missouri)

COUNTY OF St. Louis)

On the 19th day of May in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradford S. Wood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same, and that by her/his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Grace Kell
Notary Public



ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: *Kelly Weaver*
Name: **Kelly Weaver**
Title: **Vice President**

STATE OF North Carolina)

)

COUNTY OF Mecklenburg)

On the 19th day of May in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Kelly Weaver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same, and that by her/his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Jessica C. Hunnicutt
Notary Public

JESSICA C HUNNICUTT
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires August 5, 2020

SCHEDULE A

Trademarks & Trademark Registrations

I. U.S. Federal Trademarks

<u>Mark</u>	<u>Application / Registration No.</u>	<u>Application / Registration Date</u>	<u>Owner of Record</u>
CARDINALS and Design 1999 Home/Road Jersey	87/279,446	12/23/2016	St. Louis Cardinals, LLC
CARDENALES	5,042,269	9/13/2016	St. Louis Cardinals, LLC
CARDENALES	4,881,596	01/05/2016	St. Louis Cardinals, LLC
Cardinals Angry Bird Logo	4,881,481	01/05/2016	St. Louis Cardinals, LLC
Cardinals Angry Bird Logo	4,831,730	10/13/2015	St. Louis Cardinals, LLC
RALLY SQUIRREL	4,682,369	02/03/2015	St. Louis Cardinals, LLC
CARDS	4,477,197	02/04/2014	St. Louis Cardinals, LLC
CARDS	4,402,600	09/17/2013	St. Louis Cardinals, LLC
CARDINALS CARE ST. LOUIS CARDINALS COMMUNITY FUND and Design	4,078,907	01/03/2012	St. Louis Cardinals, LLC
REDBIRD ROOKIES A CARDINALS CARE TEAM and Design	4,061,118	11/22/2011	St. Louis Cardinals, LLC
REDBIRD ROOKIES A CARDINALS CARE TEAM and Design	4,054,865	11/15/2011	St. Louis Cardinals, LLC
Design of a Cardinal on Bat	3,697,225	10/13/2009	St. Louis Cardinals, LLC
ST. LOUIS PERFECTOS	3,797,653	06/01/2010	St. Louis Cardinals, LLC
STL (Stylized)	3,295,308	09/18/2007	St. Louis Cardinals, LLC
STL (Stylized)	3,383,009	02/12/2008	St. Louis Cardinals, LLC
STL (Stylized)	3,360,603	12/25/2007	St. Louis Cardinals, LLC
CARDINALS and Design	3,497,105	09/02/2008	St. Louis Cardinals, LLC
CARDINALS and Design	3,370,461	01/15/2008	St. Louis Cardinals, LLC
CARDINALS	3,410,579	04/08/2008	St. Louis Cardinals, LLC
CARDINALS	3,455,369	06/24/2008	St. Louis Cardinals, LLC
CARDINALS and Design	2,778,410	10/28/2003	St. Louis Cardinals, LLC
CARDINALS and Design	2,565,213	04/30/2002	St. Louis Cardinals, LLC
CARDINALS and Design	2,563,494	04/23/2002	St. Louis Cardinals, LLC

CARDINALS and Design	2,641,836	10/29/2002	St. Louis Cardinals, LLC
STL (Stylized)	2,565,162	04/30/2002	St. Louis Cardinals, LLC
CARDINALS and Design	2,597,277	07/23/2002	St. Louis Cardinals, LLC
STL (Stylized)	2,619,845	09/17/2002	St. Louis Cardinals, LLC
CARDINALS	1,646,801	06/04/1991	St. Louis Cardinals, LLC
CARDINALS and Design	1,613,969	09/18/1990	St. Louis Cardinals, LLC
STL (Stylized)	1,560,783	10/17/1989	St. Louis Cardinals, LLC
CARDINALS and Design	1,566,743	11/21/1989	St. Louis Cardinals, LLC
ST. LOUIS CARDINALS (Stylized)	1,561,782	10/24/1989	St. Louis Cardinals, LLC
Design of Cardinal with Bat	1,561,781	10/24/1989	St. Louis Cardinals, LLC
ST. LOUIS CARDINALS and Design	1,566,742	11/21/1989	St. Louis Cardinals, LLC
Design of Cardinals	1,550,274	08/01/1989	St. Louis Cardinals, LLC
ST. LOUIS CARDINALS and Design	1,290,475	08/14/1984	St. Louis Cardinals, LLC
STL (Stylized)	1,214,917	11/02/1982	St. Louis Cardinals, LLC
FREDBIRD	1,152,691	04/28/1981	St. Louis Cardinals, LLC
CARDINALS SL and Design	1,161,375	07/14/1981	St. Louis Cardinals, LLC
Design of Cardinal on Bat	1,029,880	01/13/1976	St. Louis Cardinals, LLC
Design of Cardinal with Bat	843,040	01/23/1968	St. Louis Cardinals, LLC
Design of Cardinals on Bat	843,039	01/23/1968	St. Louis Cardinals, LLC
CARDINALS	841,051	12/19/1967	St. Louis Cardinals, LLC

II. U.S. State Trademarks

<u>Mark</u>	<u>State Registration No.</u>	<u>Registration Date</u>	<u>Owner of Record</u>
#CARDSTOBER	Missouri 19738	10/17/2014	St. Louis Cardinals, LLC
Cardinal with Bat Design	Missouri 15225	10/10/2000	St. Louis Cardinals, LLC
CARDINALS	Missouri 15222	10/10/2000	St. Louis Cardinals, LLC

CARDINALS and Design	Missouri 15228	10/10/2000	St. Louis Cardinals, LLC
CARDINALS and Design	Missouri 15227	10/10/2000	St. Louis Cardinals, LLC
CARDINALS and Design	Missouri 15226	10/10/2000	St. Louis Cardinals, LLC
Cardinals Angry Bird Logo	Missouri 19449	9/25/2013	St. Louis Cardinals, LLC
CARDINALS CARE	Missouri 13903	4/8/1997	St. Louis Cardinals Community Fund dba Cardinals Care
STL (Stylized)	Missouri 15223	10/10/2000	St. Louis Cardinals, LLC
STL (Stylized)	Missouri 15224	10/10/2000	St. Louis Cardinals, LLC
CARDS	Missouri 19175	9/28/2012	St. Louis Cardinals, LLC
REDBIRD ROOKIES A CARDINALS CARE TEAM and Design	Missouri 17636	5/10/2007	St. Louis Cardinals Community Fund dba Cardinals Care
WINTER WARM UP	Missouri 13969	5/22/1997	St. Louis Cardinals, LLC
WINTER WARM UP and Bird Design	Missouri 17635	5/9/2007	St. Louis Cardinals Community Fund dba Cardinals Care
CARDINALS NATION	New York 30914	10/4/2006	St. Louis Cardinals, LLC

III. Canadian Trademarks

CARDINALS and Design	TMA337266	02/19/1988	St. Louis Cardinals, LLC
CARDINALS and Design	TMA689043	06/05/2007	St. Louis Cardinals, LLC
CARDINALS and Design	TMA695929	09/07/2007	St. Louis Cardinals, LLC
ST. LOUIS CARDINALS and Design	TMA337267	02/19/1988	St. Louis Cardinals, LLC

STL (Stylized)	TMA337265	02/19/1988	St. Louis Cardinals, LLC
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