

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429798

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Padres L.P.		06/01/2017	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank National Association, as Administrative Agent
<b>Street Address:</b>	425 Walnut Street
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45202
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3313955	COMPADRES
Registration Number:	3637191	FRIAR FRANKS
Registration Number:	3702340	PADRES
Registration Number:	1273430	PADRES
Registration Number:	1199555	PADRES
Registration Number:	3705977	PADRES
Registration Number:	3796150	PADRES
Registration Number:	3632400	PADRES
Registration Number:	1158446	PADRES
Registration Number:	1554459	PADRES
Registration Number:	1556528	PADRES
Registration Number:	3319401	PADRES
Registration Number:	3330457	PADRES
Registration Number:	3325596	PADRES
Registration Number:	3325597	PADRES
Registration Number:	3066606	PADRES
Registration Number:	3325598	PADRES
Registration Number:	3136500	PADRES
Registration Number:	2457537	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2448030	
Registration Number:	2241858	
Registration Number:	3518075	P
Registration Number:	3628729	P
Registration Number:	3136501	P
Registration Number:	3335867	SAN DIEGO
Registration Number:	3330456	SAN DIEGO
Registration Number:	3319402	SAN DIEGO
Registration Number:	3325595	SAN DIEGO
Registration Number:	1229948	SD
Registration Number:	1223509	SD
Registration Number:	2591107	SD
Registration Number:	1522534	SD
Registration Number:	1558158	SD
Registration Number:	2619844	SD
Registration Number:	3189834	SD
Registration Number:	3370436	SD
Registration Number:	3325594	SD
Registration Number:	3036584	SD
Registration Number:	3330458	SD
Registration Number:	3189833	SD
Registration Number:	3268995	SD
Registration Number:	3136499	SD
Registration Number:	2244965	
Registration Number:	3699313	PARK AT THE PARK
Registration Number:	3469450	PARK AT THE PARK
Registration Number:	1195743	SAN DIEGO PADRES
Registration Number:	3683834	SAN DIEGO PADRES
Registration Number:	1154251	SAN DIEGO PADRES
Registration Number:	3174798	SAN DIEGO PADRES
Registration Number:	3136502	SAN DIEGO PADRES
Registration Number:	1015484	SAN DIEGO PADRES
Registration Number:	3730062	SAN DIEGO PADRES
Registration Number:	2723168	SAN DIEGO PADRES BASEBALL CLUB
Registration Number:	1585635	SAN DIEGO PADRES BASEBALL CLUB
Registration Number:	2620286	SAN DIEGO PADRES BASEBALL CLUB
Registration Number:	2619846	SAN DIEGO PADRES BASEBALL CLUB AND DESIG
Registration Number:	2998508	WESTERN METAL SUPPLY CO.

Property Type	Number	Word Mark
Registration Number:	2976371	WESTERN METAL SUPPLY CO.

**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:** tmadmin@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

<b>ATTORNEY DOCKET NUMBER:</b>	2006692-0005
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales
<b>SIGNATURE:</b>	/daniel l. scales/
<b>DATE SIGNED:</b>	06/02/2017

**Total Attachments: 11**

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement"), dated as of June 1, 2017, by Padres L.P., a Delaware limited partnership (the "Pledgor"), in favor of U.S. Bank National Association, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referenced below).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to an Amended and Restated Guarantee and Collateral Agreement dated as of June 1, 2017 (as amended, restated, supplemented, waived, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, to induce the Lenders (as defined in the Credit Agreement referenced below) to make loans, advances and other extensions of credit to the Pledgor, pursuant to the Amended and Restated Credit Agreement, dated as of June 1, 2017, among the Pledgor, the Lenders and the Administrative Agent (as amended, restated, supplemented, waived, replaced, or otherwise modified from time to time, the "Credit Agreement"), 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. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the respective meanings ascribed 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 (as defined in the Credit Agreement), 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, whether now owned or at any time hereafter acquired by the Pledgor or that the Pledgor now has or at any time in the future may acquire, to and under all the following Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such 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 and the other Secured Parties 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 hereby 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.

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 and interpreted in accordance with and governed by the internal laws of the State of New York.

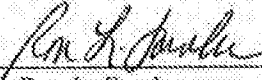
SECTION 7. Amendment and Restatement. This Trademark Security Agreement amends, restates and supersedes in its entirety the Trademark Security Agreement, dated as of August 28, 2012, by the Pledgor in favor of U.S. Bank National Association (the "Existing Trademark Security Agreement"); *provided*, that the grant of a security interest in and lien on the Trademark Collateral (as defined in the Existing Trademark Security Agreement) pursuant to the Existing Trademark Security Agreement shall continue without interruption under this Trademark Security Agreement, as amended, and shall not in any event be terminated, extinguished or annulled, but shall hereafter continue to be in full force and effect and be governed by this Trademark Security Agreement and the other Loan Documents (as defined in the Credit Agreement). All references to the Existing Trademark Security Agreement in any Loan Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Trademark Security Agreement.

*[Remainder of page intentionally left blank. Signature pages follow.]*

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

**PADRES L.P.,**


By: Padres GP, LLC, its general partner

By:   
Name: Ron L. Fowler  
Title: Manager

[Signature Page to Amended and Restated Trademark Security Agreement]

Accepted and Agreed:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Brad Hamilton  
Title: Vice President

**SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Country</b>	<b>Mark</b>	<b>App. #</b>	<b>App. Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Status</b>
U.S. (California)	PADRES (Stylized) 1985 Secondary			094540 (former 104882)	8/9/1991	REGISTERED
U.S. (California)	Padres P (Stylized) 2004 Batting Practice Cap			112126	10/10/2006	REGISTERED
U.S. (California)	Padres SAN DIEGO (Stylized) 2004 Road Jersey			112127	10/10/2006	REGISTERED
U.S. (California)	Padres SD (Stylized) 2004 Cap			112128	10/10/2006	REGISTERED
U.S.	COMPADRES	78/743,067	10/28/2005	3,313,955	10/16/2007	REGISTERED
U.S.	FRIAR FRANKS	76/692,333	8/25/2008	3,637,191	6/16/2009	REGISTERED
U.S.	PADRES	77/358,020	12/21/2007	3,702,340	10/27/2009	REGISTERED
U.S.	PADRES	73/257,757	4/14/1980	1,273,430	4/10/1984	REGISTERED
U.S.	PADRES	73/257,830	4/14/1980	1,199,555	6/29/1982	REGISTERED
U.S.	PADRES	77/358,047	12/21/2007	3,705,977	11/3/2009	REGISTERED
U.S.	PADRES	77/358,089	12/21/2007	3,796,150	6/1/2010	REGISTERED
U.S.	PADRES	77/358,065	12/21/2007	3,632,400	6/2/2009	REGISTERED
U.S.	PADRES	73/216,232	5/18/1979	1,158,446	6/23/1981	REGISTERED



Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status
U.S.	PADRES (Stylized) 1985 Secondary	73/729,066	5/18/1988	1,554,459	9/5/1989	REGISTERED
U.S.	PADRES (Stylized) 1985 Secondary	73/739,607	7/13/1988	1,556,528	9/19/1989	REGISTERED
U.S.	PADRES (Stylized) 2004 Home Jersey	78/317,871	10/23/2003	3,319,401	10/23/2007	REGISTERED
U.S.	PADRES (Stylized) 2004 Home Jersey	78/317,893	10/23/2003	3,330,457	11/6/2007	REGISTERED
U.S.	PADRES (Stylized) 2004 Home Jersey	78/317,914	10/23/2003	3,325,596	10/30/2007	REGISTERED
U.S.	PADRES (Stylized) 2004 Home Jersey	78/317,923	10/23/2003	3,325,597	10/30/2007	REGISTERED
U.S.	PADRES (Stylized) 2004 Home Jersey	78/317,929	10/23/2003	3,066,606	3/7/2006	REGISTERED
U.S.	PADRES (Stylized) 2004 Home Jersey	78/317,936	10/23/2003	3,325,598	10/30/2007	REGISTERED
U.S.	PADRES (Stylized) 2004 Home Jersey	78/317,939	10/23/2003	3,136,500	8/29/2006	REGISTERED

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status
U.S.	Padres Friar and Bat Design 1996 Alternate Sleeve	75/239,983	2/11/1997	2,457,537	6/5/2001	REGISTERED
U.S.	Padres Friar and Bat Design 1996 Alternate Sleeve	75/239,984	2/11/1997	2,448,030	5/1/2001	REGISTERED
U.S.	Padres Friar and Bat Design 1996 Alternate Sleeve	75/239,985	2/11/1997	2,241,858	4/27/1999	REGISTERED
U.S.	Padres P (Stylized) 2004 Batting Practice Cap	78/317,934	10/23/2003	3,518,075	10/14/2008	REGISTERED
U.S.	Padres P (Stylized) 2004 Batting Practice Cap	78/317,941	10/23/2003	3,628,729	5/26/2009	REGISTERED
U.S.	Padres P (Stylized) 2004 Batting Practice Cap	78/317,957	10/23/2003	3,136,501	8/29/2006	REGISTERED
U.S.	Padres SAN DIEGO (Stylized) 2004 Road Jersey	78/317,920	10/23/2003	3,335,867	11/13/2007	REGISTERED
U.S.	Padres SAN DIEGO (Stylized) 2004 Road Jersey	78/317,889	10/23/2003	3,330,456	11/6/2007	REGISTERED

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status
U.S.	Padres SAN DIEGO (Stylized) 2004 Road Jersey	78/317,895	10/23/2003	3,319,402	10/23/2007	REGISTERED
U.S.	Padres SAN DIEGO (Stylized) 2004 Road Jersey	78/317,911	10/23/2003	3,325,595	10/30/2007	REGISTERED
U.S.	Padres SD (Stylized) 1969 Cap	73/282,432	10/20/1980	1,229,948	3/8/1983	REGISTERED
U.S.	Padres SD (Stylized) 1980 Cap	73/291,017	12/24/1980	1,223,509	1/11/1983	REGISTERED
U.S.	Padres SD (Stylized) 1985 Cap	76/211,434	2/15/2001	2,591,107	7/9/2002	REGISTERED
U.S.	Padres SD (Stylized) 1985 Cap	73/739,601	7/13/1988	1,522,534	1/31/1989	REGISTERED
U.S.	Padres SD (Stylized) 1985 Cap	73/779,655	2/9/1989	1,558,158	9/26/1989	REGISTERED
U.S.	Padres SD (Stylized) 1985 Cap	76/138,417	9/29/2000	2,619,844	9/17/2002	REGISTERED
U.S.	Padres SD (Stylized) 2004 Cap	78/318,175	10/24/2003	3,189,834	12/26/2006	REGISTERED
U.S.	Padres SD (Stylized) 2004 Cap	78/743,066	10/28/2005	3,370,436	1/15/2008	REGISTERED
U.S.	Padres SD	78/317,908	10/23/2003	3,325,594	10/30/2007	REGISTERED

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status
	(Stylized) 2004 Cap					
U.S.	Padres SD (Stylized) 2004 Cap	78/317,879	10/23/2003	3,036,584	12/27/2005	REGISTERED
U.S.	Padres SD (Stylized) 2004 Cap	78/318,191	10/24/2003	3,330,458	11/6/2007	REGISTERED
U.S.	Padres SD (Stylized) 2004 Cap	78/317,937	10/23/2003	3,189,833	12/26/2006	REGISTERED
U.S.	Padres SD (Stylized) 2004 Cap	78/317,898	10/23/2003	3,268,995	7/24/2007	REGISTERED
U.S.	Padres SD (Stylized) 2004 Cap	78/317,926	10/23/2003	3,136,499	8/29/2006	REGISTERED
U.S.	Padres Young Friar with Bat Design 1996	75/239,986	2/11/1997	2,244,965	5/11/1999	REGISTERED
U.S.	PARK AT THE PARK	77/022,071	10/16/2006	3,699,313	10/20/2009	REGISTERED
U.S.	PARK AT THE PARK	78/743,070	10/28/2005	3,469,450	7/15/2008	REGISTERED
U.S.	SAN DIEGO PADRES	73/257,801	4/14/1980	1,195,743	5/18/1982	REGISTERED
U.S.	SAN DIEGO PADRES	77/358,103	12/21/2007	3,683,834	9/15/2009	REGISTERED
U.S.	SAN DIEGO PADRES	73/216,234	5/18/1979	1,154,251	5/12/1981	REGISTERED
U.S.	SAN DIEGO PADRES and Design 2004	78/318,122	10/24/2003	3,174,798	11/21/2006	REGISTERED

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status
	Primary					
U.S.	SAN DIEGO PADRES and Design 2004 Primary	78/318,135	10/24/2003	3,136,502	8/29/2006	REGISTERED
U.S.	SAN DIEGO PADRES and Friar Design 1972 Primary	73/021,273	5/13/1974	1,015,484	7/8/1975	REGISTERED
U.S.	SAN DIEGO PADRES and Friar Design 1972 Primary	78/743,068	10/28/2005	3,730,062	12/22/2009	REGISTERED
U.S.	SAN DIEGO PADRES BASEBALL CLUB Design 1987 Primary	76/211,435	2/15/2001	2,723,168	6/10/2003	REGISTERED
U.S.	SAN DIEGO PADRES BASEBALL CLUB Design 1987 Primary	73/811,217	6/30/1989	1,585,635	3/6/1990	REGISTERED
U.S.	SAN DIEGO PADRES BASEBALL CLUB Design 1987 Primary	76/215,491	2/22/2001	2,620,286	9/17/2002	REGISTERED
U.S.	SAN DIEGO PADRES BASEBALL CLUB Design 1987 Primary	76/138,432	9/29/2000	2,619,846	9/17/2002	REGISTERED
U.S.	WESTERN METAL SUPPLY CO.	75/786,554	8/27/1999	2,998,508	9/20/2005	REGISTERED

<b>Country</b>	<b>Mark</b>	<b>App. #</b>	<b>App. Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Status</b>
U.S.	WESTERN METAL SUPPLY CO.	75/786,555	8/27/1999	2,976,371	7/26/2005	REGISTERED

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