

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473995

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Durham Bulls Baseball Club, Inc.		05/14/2018	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3853003	D	
<b>Registration Number:</b>	1563939	BALLPARK CORNER	
<b>Registration Number:</b>	4706962	BULL CITY HOSPITALITY DURHAM, NC	
<b>Registration Number:</b>	1180556	D	
<b>Registration Number:</b>	1774229	D	
<b>Registration Number:</b>	1809068	D	
<b>Registration Number:</b>	1188985	DURHAM BULLS	
<b>Registration Number:</b>	3316561	WOOL E. BULL	
<b>Registration Number:</b>	3651637	WOOL E. BULL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>			
<b>Phone:</b>	3127816013		
<b>Email:</b>	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
<b>Correspondent Name:</b>	Kathryn Starshak c/o K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		

CH \$240.00 3853003

<b>ATTORNEY DOCKET NUMBER:</b>	2812418-220
<b>NAME OF SUBMITTER:</b>	Kathryn Starshak
<b>SIGNATURE:</b>	/kathryn starshak/
<b>DATE SIGNED:</b>	05/15/2018

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this “Agreement”) dated as of May 14, 2018 by and between The Durham Bulls Baseball Club, Inc., a North Carolina corporation (the “Grantor”), having its chief executive office at 409 Blackwell Street, Durham, NC 27701, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the “Administrative Agent”), with offices at 1525 West W.T. Harris Blvd., Charlotte, NC 28262, for the ratable benefit of the banks and other financial institutions (the “Lenders”) from time to time parties to the Third Amended and Restated Credit Agreement, dated as the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, the other Borrower’s signatory thereto (together with Grantor, the “Borrowers”), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of the Third Amended and Restated Collateral Agreement dated as of the date hereof by and among the Borrowers and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

The Durham Bulls Baseball Club, Inc., as Grantor

By: [Signature]  
Name: Daniel P. McGrath  
Title: Vice President

ACKNOWLEDGMENT

STATE OF North Carolina  
COUNTY OF Wake

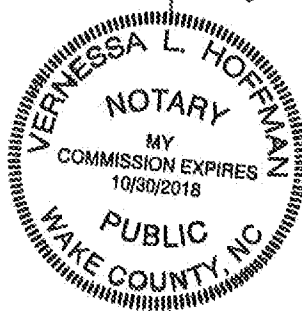
I, Vernessa L. Hoffman, a Notary Public for said County and State, do hereby certify that Daniel P. McGrath personally appeared before me this day and stated that (s)he is Vice President of The Durham Bulls Baseball Club, Inc. and acknowledged, on behalf of The Durham Bulls Baseball Club, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 14<sup>th</sup> day of May, 2018.

[Signature]  
Notary Public

My commission expires:

October 30, 2018



[Signature Pages Continue]

Agreed and Accepted as of the  
date first written above.

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By: Robert E. Hammersley, Jr.

Name: Robert E. Hammersley, Jr.

Title: Senior Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<b>Owner: The Durham Bulls Baseball Club, Inc.</b>			
<b>Mark</b>	<b>Country / State</b>	<b>Appl. Number/ Filing Date</b>	<b>Reg. Number/ Reg. Date</b>
Wool E. Bull (standing) Design	US	77/934,286 2/12/2010	3,853,003 9/28/2010
BALLPARK CORNER	US	73/770,968 12/22/1988	1,563,939 10/31/1989
BULL CITY HOSPITALITY DURHAM, NC and Design	US	86/275,825 5/8/2014	4,706,962 3/24/2015
D And Bull Design	US	73/271,564 7/24/1980	1,180,556 12/1/1981
D And Bull Design	US	74,326,051 10/28/1992	1,774,229 6/1/1993
D And Bull Design	US	74,335,874 12/1/1992	1,809,068 12/7/1993
DURHAM BULLS	US	73/271,534 7/24/1980	1,188,985 2/2/1982
THE TRIANGLE'S TEAM	NC	N/A	T-9,792 11/14/1991
WOOL E. BULL	US	77/099,935 2/6/2007	3,316,561 10/23/2007
WOOL E. BULL	US	77/095,353 1/31/2007	3,651,637 7/7/2009

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.