

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABNER DOUBLEDAY LLC		07/21/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Sandlot Acquisition, LLC		
Street Address:	c/o HRS Management, LLC		
Internal Address:	600 Madison Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2932144	COOPERSTOWN YOUTH BASEBALL HALL OF FAME	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2024347300		
Email:	JBForrest@mintz.com		
Correspondent Name:	MINTZ		
Address Line 1:	701 Pennsylvania avenue, nw		
Address Line 2:	Suite 900		
Address Line 4:	washington, D.C. 20004		
NAME OF SUBMITTER:	John B. Forrest		
SIGNATURE:	/John B. Forrest/		
DATE SIGNED:	07/21/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 21, 2020, by **Abner Doubleday LLC**, a New York limited liability company ("Grantor"), to and with **Sandlot Acquisition, LLC**, a Delaware limited liability company (the "Lender").

RECITALS

A. Pursuant to the terms of that certain Senior Convertible Secured Promissory Note dated as of the date hereof (as may be amended, restated amended and restated, supplemented and/or otherwise modified from time to time, the "Note"), between Grantor, as the borrower, and the Lender, as the lender, the Lender has agreed to extend credit and make certain financial accommodations to Grantor.

B. Pursuant to the Note, Grantor granted to the Lender a security interest and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral (as defined below) to secure the prompt and complete payment and performance of all Obligations (as defined in the Note).

C. Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Grantor hereby agrees as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Note. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Note shall have the meaning given to such term in the Uniform Commercial Code.

2. Security Interest. As security for the Obligations, Grantor hereby grants to the Lender a continuing security interest in and lien on all of Grantor's right, title and interest, whether now existing or hereafter arising or acquired, in, to and under any word, name, symbol, color, designation or device or any combination thereof that functions as a source identifier, including any trademark, trade dress, brand mark, service mark, trade name, brand name, logo or business symbol, whether or not registered (the "Trademarks"), including but not limited to the Trademarks listed on Exhibit A attached hereto, and (a) all registrations, applications, extensions and renewals of any of such Trademarks, (b) all goodwill associated with or symbolized by any of such Trademarks, (c) the right to sue for past, present and future infringement or dilution of any of such Trademarks or any injury to goodwill, and (d) all proceeds of such Trademarks, including, without limitation licenses, royalties, income, payments, claims, damages, and proceeds of suit (the "Collateral").

3. Recordation. Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. Incorporation by Reference. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Note, and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of Note, the terms of the Note shall control.

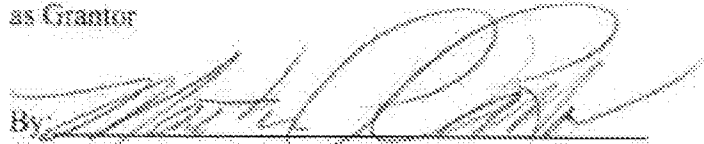
5. Governing Law; Disputes. This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance the internal Laws of the State of New York, without regard to the principles of conflict of laws thereof. Each of Grantor and the Lender submits to the exclusive jurisdiction of the courts of the State of New York, New York County, located in the Borough of Manhattan or the courts of the United States of America for the Southern District of New York and appellate courts thereof.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Note. Facsimile copies of signed signature pages shall be deemed executed originals. Counterparts may also be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

ABNER DOUBLEDAY, LLC
as Grantor

By: 

Name: Martin P. Patton

Title: President

SANDLOT ACQUISITION, LLC
as Lender

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

ABNER DOUBLEDAY LLC

as Grantor

By: _____

Name: Martin Patton

Title: President

SANDLOT ACQUISITION, LLC

as Lender

By:  _____

Name: David Blitzer

Title: Authorized Signatory

EXHIBIT A

TRADEMARKS

Mark	Goods	Reg. or App. No.	Jurisdiction	Reg. Date	Filing Date	Renewal
COOPERSTOWN YOUTH BASEBALL HALL OF FAME	Baseball camps; conducting youth baseball tournaments	2,932,144 – Supplemental Register	U.S.	3/8/2005	12/16/2003	Renewal due 3/8/2025