

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rangers Baseball LLC		11/02/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	90731399	RNGRS
Serial Number:	88806679	TX
Serial Number:	88806677	TX
Serial Number:	88806684	T RANGERS
Serial Number:	88806682	T RANGERS
Serial Number:	88806681	T RANGERS
Registration Number:	5731783	RANGERS
Serial Number:	87666332	TEXAS RANGERS GOLF CLUB
Serial Number:	87666330	TEXAS RANGERS GOLF CLUB
Serial Number:	87666326	TEXAS RANGERS GOLF CLUB
Registration Number:	3957167	TEXAS
Registration Number:	4192663	
Registration Number:	4188756	
Registration Number:	3769340	T TEXAS RANGERS
Registration Number:	3357405	T
Registration Number:	3320503	T TEXAS RANGERS
Registration Number:	3295146	T
Registration Number:	3295157	T TEXAS RANGERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3295156	T TEXAS RANGERS
Registration Number:	3295155	T TEXAS RANGERS
Registration Number:	3295154	T TEXAS RANGERS
Registration Number:	3295147	T
Registration Number:	3803582	RANGERS BALLPARK IN ARLINGTON
Registration Number:	3680400	RANGERS BALLPARK IN ARLINGTON
Registration Number:	3623756	RANGERS BALLPARK IN ARLINGTON
Registration Number:	3703861	RANGERS
Registration Number:	2577703	T
Registration Number:	2606798	RANGERS
Registration Number:	1608247	TEXAS RANGERS
Registration Number:	3649095	TEXAS RANGERS BASEBALL CLUB
Registration Number:	1936820	T
Registration Number:	2168739	THE BALLPARK IN ARLINGTON
Registration Number:	1620794	RANGERS
Registration Number:	1481113	TEXAS RANGERS
Registration Number:	1838549	T
Registration Number:	1862567	TEXAS
Registration Number:	1281505	T
Registration Number:	1291200	T
Registration Number:	1216139	TR

CORRESPONDENCE DATA

Fax Number: 7349302494

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.

Phone: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 S. Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Susan M. Kornfield
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	11/03/2021

Total Attachments: 11
source=Rangers Baseball - executed Intellectual Property Security Agreement (Trademarks)#page1.tif
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of November 2, 2021, between the undersigned ("Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of November 2, 2021 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Rangers Baseball LLC ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of November 2, 2021, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the Lenders' obligations to make and maintain extensions of credit under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements

listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release

has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Amendment; Entire Agreement. THIS WRITTEN LOAN AGREEMENT (AS DEFINED BY SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE) REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Agreement may be amended or waived only by (i) an instrument in writing signed by the parties hereto and (ii) upon the prior receipt of all necessary MLB Approvals.

SECTION 8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

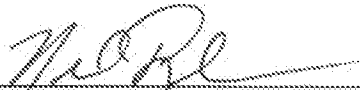
SECTION 10. MLB Requirements. Section 30 of the Security Agreement is incorporated by reference herein as if fully set forth herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

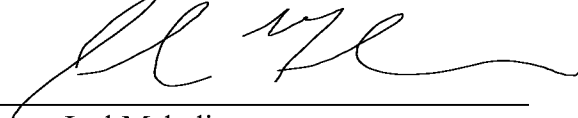
DEBTOR:

RANGERS BASEBALL LLC

By: 
Name: Neil Leibman
Its: President of Business Operations & COO

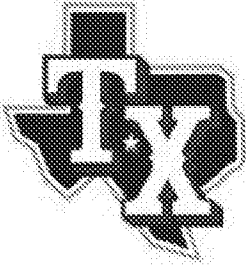
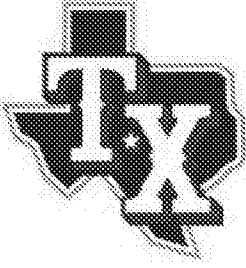

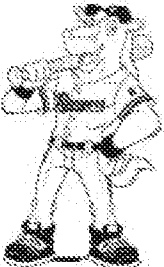
SECURED PARTY:


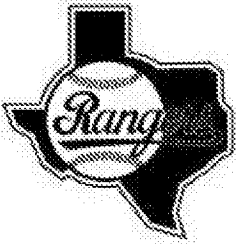



COMERICA BANK, as Agent


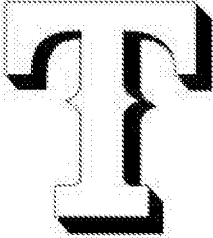

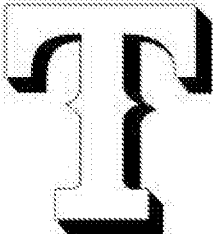
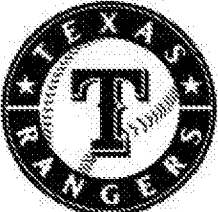
By: 
Name: Joel Makolin
Its: Vice President




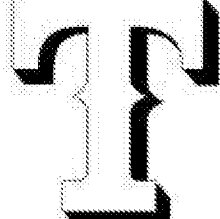
SCHEDULE 1.1


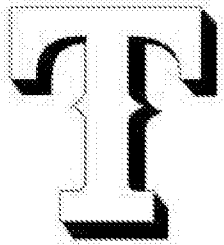


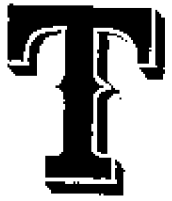
TRADEMARK COLLATERAL


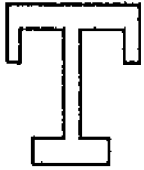

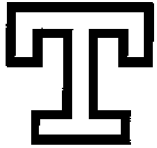
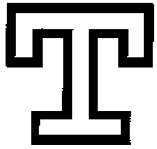
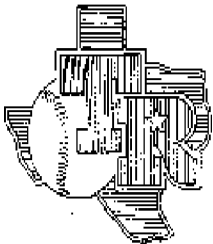
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RNGRS	90/731399	5/24/21	n/a	n/a
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	88/806677	2/21/20	n/a	n/a
	88/806684	2/21/20	n/a	n/a
	88/806682	2/21/20	n/a	n/a

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	88/806681	2/21/20	n/a	n/a
	88/037183	7/13/18	5,731,783	4/23/19
TEXAS RANGERS GOLF CLUB	87/666332	10/31/17	n/a	n/a
TEXAS RANGERS GOLF CLUB	87/666330	10/31/17	n/a	n/a
TEXAS RANGERS GOLF CLUB	87/666326	10/31/17	n/a	n/a
	85/102260	8/6/10	3,957,167	5/10/11
	85/159616	10/22/10	4,192,663	8/21/12
	85/159614	10/22/10	4,188,756	8/14/12

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	78/724968	10/3/05	3,769,340	3/30/10
	78/724086	9/30/05	3,357,405	12/18/07
	78/724972	10/3/05	3,320,503	10/23/07
	78/724090	9/30/05	3,295,146	9/18/07
	78/724974	10/3/05	3,295,157	9/18/07

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	78/724969	10/3/05	3,295,156	9/18/07
	78/724965	10/3/05	3,295,155	9/18/07
	78/724962	10/3/05	3,295,154	9/18/07
	78/724091	9/30/05	3,295,147	9/18/07
RANGERS BALLPARK IN ARLINGTON	77/267807	8/29/07	3,803,582	6/15/10
RANGERS BALLPARK IN ARLINGTON	77/267813	8/29/07	3,680,400	9/8/09
RANGERS BALLPARK IN ARLINGTON	77/267809	8/29/07	3,623,756	5/19/09

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	76/162838	11/9/00	3,703,861	11/3/09
	76/143872	10/9/00	2,577,703	6/11/02
	76/143871	10/9/00	2,606,798	8/13/02
TEXAS RANGERS	74/010833	12/14/89	1,608,247	7/31/90
	74/574446	9/16/94	3,649,095	7/7/09
	74/572931	9/13/94	1,936,820	11/21/95
THE BALLPARK IN ARLINGTON	74/446540	10/13/93	2,168,739	6/30/98

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	73/743396	8/1/88	1,620,794	11/6/90
TEXAS RANGERS	73/673167	7/20/87	1,481,113	3/15/88
	73/743377	8/1/88	1,838,549	6/7/94
	73/743375	8/1/88	1,862,567	11/15/94
	73/422659	4/21/83	1,281,505	6/12/84
	73/406416	12/17/82	1,291,200	8/21/84
	73/305128	4/10/81	1,216,139	11/9/82