

09-24-2003



102556940

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-18-03 Milwaukee Brewers Baseball Club, Limited Partnership One Brewers Way, Miller Park Milwaukee, WI 53214

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: September 12, 2003

2. Name and address of receiving party(ies) Name: Citicorp USA, Inc., as Agent

Internal Address: Attn: Private Banking Department

Street Address: 153 East 53rd Street

City: New York State: NY Zip: 10022

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached sheet.

B. Trademark Registration No.(s) See attached sheet.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca C. Ambriz, Paralegal

Internal Address: Sonnenschein Nath & Rosenthal

8000 Sears Tower

Street Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41): \$ 840.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rebecca C. Ambriz Name of Person Signing

Signature: Rebecca C. Ambriz

Date: 9/18/03

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/23/2003 ECDOPER 00000064 74387422

01 FC:0521 02 FC:0522

40.00 DP 600.00 DP

TRADEMARK REEL: 002828 FRAME: 0399

**ATTACHMENT TO RECORDATION FORM COVER SHEET**

<b><u>Mark</u></b>	<b><u>Classes</u></b>	<b><u>Appl. No.</u></b>	<b><u>Appl. Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
BERNIE BREWER	41	74/387,422	5/7/93	1,858,923	10/18/94
BREWERS	16	73/085,344	4/28/76	1,062,749	4/5/77
BREWERS	25	73/839,059	11/14/89	1,607,533	7/24/90
BREWERS	41	73/085,364	4/28/76	1,064,673	4/26/77
Brewers Cap Designation	16	76/219,278	3/2/01	2,546,925	3/12/02
Brewers Cap Designation	25	76/157,790	11/1/00	2,542,641	2/26/02
Brewers Cap Designation	41	76/139,426	10/2/00	2,645,190	11/5/02
Brewers Cap Designation (Old) (1)	06, 14, 16, 18, 20, 21, 24, 25, 26, 28, 29	73/358,547	4/6/82	1,262,144	12/27/83
Brewers Cap Designation (Old) (1)	25	73/283,047	10/23/80	1,243,706	6/28/83
Brewers Cap Designation (Old) (1)	41	73/334,712	10/29/81	1,222,121	12/28/82
Brewers Official Club Lettering (Old) (1)	21, 24	73/744,405	8/5/88	1,549,040	7/25/89
Brewers Primary Logo	09	76/355,688	1/4/02		
Brewers Primary Logo	16	76/219,277	3/2/01	2,549,755	3/19/02
Brewers Primary Logo	25	76/157,789	11/1/00	2,542,640	2/26/02
Brewers Primary Logo	28	76/205,149	2/5/01	2,546,834	3/12/02
Brewers Primary Logo	41	76/138,422	9/29/00	2,623,286	9/24/02
Brewers Primary Logo (Old) (1)	16, 20, 24, 28	73/744,368	8/5/88	1,543,238	6/13/89
Brewers Primary Logo (Old) (2)	06, 09, 14, 16, 18, 21, 25, 28, 41	74/560,078	8/11/94	2,136,439	2/17/98
MARYVALE BASEBALL PARK and Design	41	75/603,919	12/11/98	2,427,881	2/13/01
MARYVALE BASEBALL PARK and Design (1997)	16	75/580,157	10/30/98	2,591,962	7/9/02
PILOTS	25	74/310,893	9/3/92	1,923,733	10/3/95
Sausage Design (Baseball Cap & Sunglasses)	28	75/582,203	11/3/98		
Sausage Design (Baseball Cap & Vertical Striped Shirt)	25	75/582,210	11/3/98		
Sausage Design (Baseball Cap & Vertical Striped Shirt)	41	75/603,918	12/11/98	2,378,718	8/22/00
Sausage Design (Baseball Helmet)	28	75/582,207	11/3/98		
Sausage Design (Chef's Hat & Apron)	28	75/582,225	11/3/98		
Sausage Design (Chef's Hat & Bow Tie)	25	75/582,206	11/3/98		
Sausage Design (Chef's Hat and Bow Tie)	41	75/603,917	12/11/98	2,378,717	8/22/00
Sausage Design (Elf's Hat)	25	75/582,208	11/3/98		
Sausage Design (Elf's Hat)	41	75/603,916	12/11/98	2,384,821	9/12/00
Sausage Design (Hat with Feather)	28	75/582,202	11/3/98		
Sausage Design (Horizontal Striped Outfit)	25	75/582,209	11/3/98		
Sausage Design (Horizontal Striped Outfit)	41	75/603,920	12/11/98	2,380,582	8/29/00

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of the 12<sup>th</sup> day of September, 2003, by and between MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP, a Wisconsin limited partnership, with its chief executive office located at One Brewers Way, Miller Park, Milwaukee, Wisconsin 53214 (the "Borrower"), and CITICORP USA, INC., a Delaware corporation, with its principal office located at 153 East 53<sup>rd</sup> Street, New York, NY 10022, as agent for the Secured Parties (the "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, modified, restated and supplemented from time to time, the "Credit Agreement"), among the Borrower, the General Partner, the lenders from time to time party thereto (the "Lenders") and the Agent, the Lenders have agreed to make certain credit facilities available to the Borrower; and

WHEREAS, as a condition, among others, the Lenders have required Borrower to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each initially capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Grant of Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests (other than Permitted Liens), with power of sale to the extent permitted by applicable law, all of Borrower's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the United States and Canada (all of the foregoing owned or hereafter acquired trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements related to or in connection with the use of the Trademarks with any other party, if Borrower is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this paragraph 3 attach to, and the Trademarks and Licenses shall not include, any lease, license, contract, property rights or agreement (or any other property associated therewith) to which the Borrower is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Borrower therein, or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (each of which leases, licenses, contracts, property rights and agreements, and any other property associated therewith, described in this paragraph, if any, the Borrower represents does not constitute a material portion of its property).

4. Restrictions on Future Agreements. Borrower will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks or Licenses.

5. New Trademarks and Licenses. Borrower represents and warrants that (a) the Trademarks listed on Schedule A include all of the material U.S. federally registered trademarks now owned by Borrower, and (b) except for the interests of the MLB Entities (as hereinafter defined) and holders of Permitted Liens, no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, Borrower shall (i) become the owner of any new U.S. federally registered trademarks, or (ii) obtain rights to or become entitled to the benefit of any U.S. federally registered trademarks whether as licensee or licensor, the provisions of paragraph 3 above shall automatically apply to all of Borrower's right, title and interest in such trademarks. Borrower shall give to Agent written notice of events described in clause (i) of the preceding sentence on a quarterly basis. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule A to include any future U.S. federally registered trademarks owned by Borrower.

6. Royalties. Borrower hereby agrees that the use by Agent of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 14 shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Borrower.

7. Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Obligations, this Agreement shall terminate and Agent shall promptly execute and deliver to the Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Credit Agreement.

8. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (a) prosecute diligently any trademark application or service mark application that is material to Borrower's business and that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, unless the failure to prosecute the same would not reasonably be expected to have a Material Adverse Effect, and (b) make application for trademarks or service marks that are material to Borrower's business, unless the failure to make application would not reasonably be expected to have a Material Adverse Effect. Borrower further agrees (i) not to abandon any Trademark or License, unless the abandonment would not reasonably be expected to have a Material Adverse Effect, and (ii) to use its good faith efforts to maintain in full force and effect the Trademarks and Licenses, except where the failure to maintain would not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by Borrower.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall, to the extent Borrower retains the right, have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, and to the extent Borrower retains the right, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its

rights under this paragraph 9 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

10. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Borrower specifying such suspension or waiver.

11. Agent's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuation of an Event of Default, subject to (i) the rights of the MLB Entities, (ii) the provisions of the Major League Baseball Documents, and (iii) any agreements entered into pursuant to the Major League Baseball Documents, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement and any other Loan Documents.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 3 and 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Subject to the rights, of the MLB Entities, from and after the occurrence and during the continuance of an Event of Default and the giving of written notice by Agent to Borrower of Agent's intention to enforce its rights and claims against Borrower, Borrower hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, from and after the occurrence and during the continuance of an Event of Default, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with

respect to the Trademarks or the Licenses as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 14 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks or Licenses. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any relevant jurisdiction.

15. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and the Secured parties and their successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

17. Agent's Duty. Agent shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

20. MLB Approval. Each of the provisions of and security interests granted under this Agreement and the other Loan Documents shall be subject to (a) the provisions of the written approval of the Commissioner, which the Borrower and the Agent have accepted as reasonable and appropriate, and (b) the agreements (the "MLB Agreements") respecting the Trademarks and/or Licenses between Borrower and Major League Baseball Properties Inc., Major League Baseball International, MLB Advanced Media L.P., MLB Advanced Media, Inc., Major League Baseball Properties Canada and other Major League Baseball entities, including, without limitation, the Commissioner (all such entities, the "MLB Entities"), and any agreements entered into by the MLB Entities pursuant to the authority granted under the MLB Agreements. Without limiting the generality of the preceding sentence, the Agent shall not exercise, enforce

or attempt to exercise or enforce any of its rights or remedies under any of the Loan Documents except in accordance with and subject to such approval and agreements.

21. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by the internal laws of the State of New York. The Borrower hereby acknowledges that any dispute between the Borrower and the Agent or any Lender arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Agreement or any other instrument, document or agreement executed or delivered in connection herewith or the transactions related hereto, and whether arising in contract, tort, equity, or otherwise, shall be resolved in accordance with the internal laws and not the conflicts of law provisions of the State of New York.

IN ANY ACTION OR PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE OBLIGATIONS (AS DEFINED HEREIN), EACH OF THE AGENT AND THE BORROWER HEREBY IRREVOCABLY (A) CONSENTS AND SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN NEW YORK, NEW YORK, AND (B) WAIVES ANY OBJECTION WHICH SUCH PARTY MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUCH PROCEEDINGS BROUGHT IN ANY SUCH COURT, AND (C) WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM, AND (D) FURTHER WAIVES THE RIGHT TO OBJECT WITH RESPECT TO SUCH PROCEEDINGS THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER SUCH PARTY. THIS FORUM SELECTION AGREEMENT APPLIES NO MATTER WHAT THE FORM OF ACTION, WHETHER IN REM, IN PERSONAM, OR ANY OTHER, OR WHETHER BASED ON ANY STATUTE, RULE, OR REGULATION, NOW EXISTING OR HEREAFTER ENACTED.

THE BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE AT THE OPTION OF THE AGENT OR ANY LENDER BY ANY ONE OF THE FOLLOWING (A) DELIVERY IN PERSON, (B) BY COURIER, OR (C) CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS NOTED ABOVE.

ANY PROCESS SERVED BY MAIL SHALL BE COMPLETE ON THE DATE IT IS MAILED. ANY PROCESS SERVED BY ANY OTHER MANNER AFOREMENTIONED SHALL BE COMPLETE ON THE DATE IT IS DELIVERED. THE BORROWER CONSENTS TO SERVICE OF PROCESS AS AFORESAID. THE BORROWER ALSO WAIVES ANY DEFECT IN SERVICE CAUSED BY ITS FAILURE TO NOTIFY THE AGENT IN WRITING OF ANY CHANGE OF ADDRESS.

NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENT OR ANY LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR THE RIGHT OF THE AGENT OR ANY LENDER



TO BRING ANY ACTION OR PROCEEDING AGAINST THE BORROWER  
OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.


22. WAIVER OF JURY TRIAL. EACH OF THE BORROWER AND THE AGENT  
HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR  
PROCEEDING WITH RESPECT TO THIS AGREEMENT.

*[Signatures on next page.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

**MILWAUKEE BREWERS BASEBALL CLUB,  
LIMITED PARTNERSHIP,  
a Wisconsin limited partnership**

By: Milwaukee Brewers Baseball Club, Inc.,  
a Wisconsin corporation  
Its General Partner

By:   
Name: ROBERT J. QUINN  
Title: SVP + CFO

Accepted and agreed to as of the  
\_\_\_\_\_ day of \_\_\_\_\_, 2003, by:

**CITICORP USA, INC.,  
a Delaware corporation,  
as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Milwaukee

The foregoing Trademark Security Agreement was executed and acknowledged before me this 10<sup>th</sup> day of September, 2003, by Robert J. Quinn, personally known to me to be the SVP & CFO of Milwaukee Brewers Baseball Club, Inc., a Wisconsin corporation, as General Partner of the Milwaukee Brewers Baseball Club, Limited Partnership, a Wisconsin limited partnership, on behalf of such limited partnership.

(SEAL)

Amani Valenti

Notary Public State of Wisconsin

County, Milwaukee

My commission expires: 10/26/03

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

**MILWAUKEE BREWERS BASEBALL CLUB,  
LIMITED PARTNERSHIP,  
a Wisconsin limited partnership**

By: Milwaukee Brewers Baseball Club, Inc.,  
a Wisconsin corporation  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the  
12<sup>th</sup> day of September, 2003, by:








**CITICORP USA, INC.,  
a Delaware corporation,  
as Agent**

By: William Demick  
Name: William Demick  
Title: Vice President

Schedule A  
to  
Trademark Security Agreement










U.S. Federal Trademark Registrations/Applications

The Borrower claims ownership in any trademarks that arise under the common law, including, but not limited to, the marks Brewers, Milwaukee Brewers, Brew Crew and Milwaukee Brewers Baseball Club. In addition, the Borrower has filed the trademark applications / registrations on the attached list.

Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt
BERNIE BREWER	41	74/387,422	5/7/93	1,858,923	10/18/94
BREWERS	16	73/085,344	4/28/76	1,062,749	4/5/77
BREWERS	25	73/829,059	11/14/89	1,607,533	7/24/90
BREWERS	41	73/085,364	4/28/76	1,064,673	4/26/77
Brewers Cap Designation	16	76/219,278	3/2/01	2,546,925	3/12/02
					
Brewers Cap Designation	25	76/157,790	11/1/00	2,542,641	2/26/02
					
Brewers Cap Designation	41	76/139,426	10/2/00	2,645,190	11/5/02
					
Brewers Cap Designation (Old) (1)	06, 14, 16, 18, 20, 21, 24, 25, 26, 28, 29	73/358,547	4/6/82	1,262,144	12/27/83
					
Brewers Cap Designation (Old) (1)	25	73/283,047	10/23/80	1,243,706	6/28/83
					
Brewers Cap Designation (Old) (1)	41	73/334,712	10/29/81	1,222,121	12/28/82
					
Brewers Official Club Lettering (Old) (1)	21, 24	73/744,405	8/5/88	1,549,040	7/25/89
					







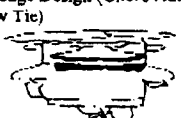

RECEIVED TIME SEP. 11. 5:46PM

PRINT TIME SEP. 11. 5:49PM

Brewers Primary Logo	09	76/355,688	1/4/02		
					
Brewers Primary Logo	16	76/219,277	3/2/01	2,549,755	3/19/02
					
Brewers Primary Logo	25	76/157,789	11/1/00	2,542,640	2/26/02
					
Brewers Primary Logo	28	76/205,149	2/5/01	2,546,834	3/12/02
					
Brewers Primary Logo	41	76/138,422	9/29/00	2,623,286	9/24/02
					
Brewers Primary Logo (Old) (1)	16, 20, 24, 28	73/744,368	8/5/88	1,543,238	6/13/89
					
Brewers Primary Logo (Old) (2)	06, 09, 14, 16, 18, 21, 25, 28, 41	74/560,078	8/11/94	2,136,439	2/17/98
					
MARYVALE BASEBALL PARK and Design	41	75/603,919	12/11/98	2,427,881	2/13/01
					
MARYVALE BASEBALL PARK and Design (1997)	16	75/580,157	10/30/98	2,591,962	7/9/02
					

RECEIVED TIME SEP. 11. 5:46PM

PRINT TIME SEP. 11. 5:49PM





PILOTS	QUANTITY	UNIT PRICE	DATE	TOTAL PRICE	DATE
Sausage Design (Baseball Cap & Sunglasses)	28	75/582,203	11/3/98		
					
Sausage Design (Baseball Cap & Vertical Striped Shirt)	25	75/582,210	11/3/98		
					
Sausage Design (Baseball Cap & Vertical Striped Shirt)	41	75/603,918	12/11/98	2,378,718	8/22/00
					
Sausage Design (Baseball Helmet)	28	75/582,207	11/3/98		
					
Sausage Design (Chef's Hat & Apron)	28	75/582,225	11/3/98		
					
Sausage Design (Chef's Hat and Bow Tie)	25	75/582,206	11/3/98		
					
Sausage Design (Chef's Hat and Bow Tie)	41	75/603,917	12/11/98	2,378,717	8/22/00
					
Sausage Design (Elf's Hat)	25	75/582,208	11/3/98		
					

RECEIVED TIME SEP. 11. 5:46PM


PRINT TIME SEP. 11. 5:49PM

TRADEMARK  
REEL: 002828 FRAME: 0414





<u>MARK</u>	<u>CLASSES</u>	<u>APP. #</u>	<u>APP. DT</u>	<u>REG. #</u>	<u>REG. DT</u>
Sausage Design (Elf's Hat)	41	75/603,916	12/11/98	2,384,821	9/12/00
					
Sausage Design (Hat with Feather)	28	75/582,202	11/3/98		
					
Sausage Design (Horizontal Striped Outfit)	25	75/582,209	11/3/98		
					
Sausage Design (Horizontal Striped Outfit)	41	75/603,920	12/11/98	2,380,582	8/29/00
					

Country: **South Carolina**




<u>Mark</u>	<u>Classes</u>	<u>APP. #</u>	<u>APP. DT</u>	<u>REG. #</u>	<u>REG. DT</u>
Brewers Primary Logo (Old) (2)	25		9/23/94	Reg No. not assigned	10/17/94
					

Country: **Wisconsin**





<u>Mark</u>	<u>Classes</u>	<u>APP. #</u>	<u>APP. DT</u>	<u>REG. #</u>	<u>REG. DT</u>
BREWERS	06, 14, 16, 18, 21, 22, 24, 25, 26, 28	None Assigned		Reg No. not assigned	7/3/02
Brewers Cap Designation	06, 14, 16, 18, 21, 22, 24, 25, 26, 28	None Assigned		Reg No. not assigned	7/3/02
					
Brewers Primary Logo	06, 14, 16, 18, 21, 22, 24, 25, 26, 28	None Assigned		Reg No. not assigned	7/3/02
					

RECEIVED TIME SEP. 11. 5:46PM

PRINT TIME SEP. 11. 5:49PM

<u>MARK</u>	<u>CLASSES</u>	<u>APP. #</u>	<u>APP. DT</u>	<u>REG. #</u>	<u>REG. DT</u>
Sausage Design (Chef's Hat and Bow Tie) 	16, 25, 28	None Assigned		Reg No. not assigned	7/3/02
Sausage Design (Elf's Hat) 	16, 25, 28	None Assigned		Reg No. not assigned	7/3/02
Sausage Design (Horizontal Striped Outfit) 	16, 25, 28	None Assigned		Reg No. not assigned	7/3/02
WISCONSIN SPORTS MEMORIES	41			Reg No. not assigned	12/21/94

Country: **Canada**

<u>Mark</u>	<u>CLASSES</u>	<u>APP. #</u>	<u>APP. DT</u>	<u>REG. #</u>	<u>REG. DT</u>
Brewers Cap Designation 	03, 06, 09, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 28, 29, 30, 31, 32, 34, 41	1,040,888	12/23/99	TMA579772	4/2/03
Brewers Home Jersey Lettering (Cooperstown) 	14, 16, 24, 25, 26, 41	496486	12/20/82	337239	2/19/88
Brewers Primary Logo 	03, 06, 09, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 28, 29, 30, 31, 32, 34, 41	1,040,885	12/23/99		
Brewers Primary Logo (Old) (2) 	09, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 34, 41	798,305	11/27/95	487184	12/17/97

RECEIVED TIME SEP. 11. 5:46PM

PRINT TIME SEP. 11. 5:49PM