TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cleveland Indians Baseball Company Limited Partnership		12/03/2014	LIMITED PARTNERSHIP: OHIO

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
Internal Address:	ATTN: Brian Murphy, Sports Finance and Advisory Group
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4658252	SLIDER
Registration Number:	4219228	INDIANS THE FROZEN DIAMOND FACEOFF VS
Registration Number:	4286675	INDIANS THE FROZEN DIAMOND FACEOFF VS
Registration Number:	4219227	INDIANS THE FROZEN DIAMOND FACEOFF VS
Registration Number:	4000824	CLEVELAND
Registration Number:	3994891	CIC I CLEVELAND INDIANS I CHARITIES
Registration Number:	3447094	I
Registration Number:	3776354	CLEVELAND NAPS
Registration Number:	3776353	CLEVELAND BLUES
Registration Number:	3538740	I
Registration Number:	3366833	INDIANS
Registration Number:	3353716	INDIANS
Registration Number:	3659395	TRIBE
Registration Number:	3366832	INDIANS
Registration Number:	3366831	INDIANS
Registration Number:	3689935	IT'S TRIBE TIME NOW
Registration Number:	4002687	TRIBE TIME

OP $1015.00 4658252

Property Type	Number	Word Mark
Registration Number:	3619984	HERITAGE PARK
Registration Number:	3699459	HERITAGE PARK
Registration Number:	3669929	HERITAGE PARK
Registration Number:	3886573	CLEVELAND BRONCHOS
Registration Number:	2569766	
Registration Number:	2028319	JACOBS FIELD
Registration Number:	1979689	GAME FACE
Registration Number:	1857634	THE TRIBE
Registration Number:	3175752	INDIANS
Registration Number:	1764998	SLIDER
Registration Number:	1711810	
Registration Number:	1717182	SLIDER
Registration Number:	1766762	SLIDER
Registration Number:	1719618	INDIANS
Registration Number:	1287632	CLEVELAND INDIANS
Registration Number:	1592740	INDIANS
Registration Number:	1590703	
Registration Number:	1594320	C
Registration Number:	1593109	C
Registration Number:	1568426	
Registration Number:	1543339	INDIANS
Registration Number:	1259795	
Registration Number:	1031410	

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: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0263349-0046
NAME OF SUBMITTER:	Elizabeth A. Walker
SIGNATURE:	/Elizabeth A. Walker/
DATE SIGNED:	01/13/2015

Total Attachments: 21

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AMENDED AND RESTATED TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT ("Trademark Agreement") dated as of December 3, 2014, is made by CLEVELAND INDIANS BASEBALL COMPANY LIMITED PARTNERSHIP, an Ohio limited partnership (the "Borrower"), in favor of BANK OF AMERICA, N.A., a national banking association, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders party to the Credit Agreement referred to below. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Credit Agreement referred to below. This Trademark Agreement amends, restates, consolidates and supersedes in its entirety the Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of January 29, 2013 by the Borrower in favor of the Administrative Agent.

W I T N E S S E T H:

WHEREAS, on the date hereof, the Borrower has entered into an Amended and Restated Credit Agreement (as amended, restated, modified, supplemented and/or extended from time to time, the "Credit Agreement") with Bank of America, N.A., acting in its capacity as Administrative Agent and L/C Issuer, KeyBank National Association acting in its capacity as Swing Line Lender and the Lenders from time to time party thereto (the "Lenders");

WHEREAS, the Borrower has executed and delivered to the Administrative Agent the Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, modified, supplemented and/or extended from time to time, the "Security Agreement") by and among the Borrower and the Administrative Agent, pursuant to which the Borrower has granted to the Administrative Agent, for the benefit of the Secured Parties referred to therein, a security interest in its property and assets (the "Collateral"), including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance in full of all of the Obligations; and

WHEREAS, this Amended and Restated Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to provide other extensions of credit under the Credit Agreement, the parties hereto hereby agree as follows:

1. Definitions and Rules of Construction.

1.1. Certain Definitions. As used herein, the following terms shall have the meanings set forth below:

"Associated Goodwill" shall mean all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

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"Pledged Trademarks" shall mean all of the Borrower's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing; provided, that Pledged Trademarks shall not include (i) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; provided, further, that the foregoing shall constitute Pledged Trademarks immediately at such time as the condition causing such invalidation or unenforceability shall be remedied and, to the extent severable, any portion of the foregoing that does not result in any of the consequences specified in this clause (i) shall constitute Pledged Trademarks, including any proceeds of the foregoing or (ii) any foreign Trademarks and Trademark Registrations.

"PTO" shall mean the United States Patent and Trademark Office.

"Related Assets" shall mean all assets, rights and interests of the Borrower that uniquely reflect or embody the Associated Goodwill.

"Trademark Agreement" shall mean this Amended and Restated Trademark Collateral Security and Pledge Agreement, as amended, modified, supplemented, restated and/or extended from time to time.

"Trademark License Rights" shall mean any and all past, present or future rights and interests of the Borrower pursuant to any and all past, present and future franchising or licensing agreements in favor of the Borrower, or to which the Borrower is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Borrower or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Borrower is a party. Notwithstanding the foregoing, Trademark License Rights shall not include those trademark or trade name rights which are held by the Borrower as licensee, to the extent that such items are not assignable or capable of being encumbered as a matter of law or without the consent of the licensor thereof under the terms of such license (but solely to the extent that any such provision of any license or other agreement shall be enforceable under applicable law).

"Trademark Registrations" shall mean all present or future federal, state, local and foreign registrations of the Trademarks, all present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower or the

Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

"Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

"Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Borrower, that (i) are set forth on Schedule A hereto, or (ii) are now owned by the Borrower, or in which the Borrower has any right, title or interest, or (iii) are in the future owned by the Borrower, or in which the Borrower in the future acquires any right, title or interest.

"Use" shall mean, with respect to any Trademark, all uses of such Trademark by the Borrower or its business, including all such uses by the Borrower itself or that are imputed to the Borrower, i.e., those uses made by affiliates, franchisees, licensees and contractors of the Borrower that were specifically authorized by the Borrower to be made on the Borrower's behalf.

1.2. Rules of Construction. Unless otherwise provided herein, the rules of interpretation set forth in Article I of the Credit Agreement shall be applicable to this Trademark Agreement.

2. Grant of Security Interest.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations and subject to the MLB Rules and Regulations, the Borrower hereby unconditionally grants to the Administrative Agent a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1 and subject to all present and future conditions and restrictions imposed by or under the MLB Rules and

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Regulations and otherwise in connection with the use or transfer of the Collateral, the Borrower grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, the Borrower's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only, subject to Section 22, (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Borrower to the Administrative Agent or its nominee in lieu of foreclosure), and, in all such cases, shall only be exercised in accordance with the MLB Rules and Regulations.

2.3. PTO Filing. Subject to the MLB Rules and Regulations, the Administrative Agent is hereby authorized to file with the PTO evidence of the security interest and conditional assignment granted hereunder on such form or forms as the PTO shall from time to time proscribe.

2.4. Supplemental to Security Agreement. Pursuant to the Security Agreement the Borrower has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent or the Secured Parties in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent or the Secured Parties in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code; provided, that the foregoing are subject to the MLB Rules and Regulations. Any and all rights and interests of the Administrative Agent or the Secured Parties in and to the Pledged Trademarks (and any and all obligations of the Borrower with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent and the Secured Parties (and the obligations of the Borrower) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement, subject to the MLB Rules and Regulations, and shall not be in derogation thereof.

3. Representations, Warranties And Covenants.

Subject to Schedule B, the Borrower represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademark Registrations registered in the

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PTO in the name of the Borrower by MLB on Borrower's behalf; (b) the Trademark Registrations listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Borrower's knowledge, there is no litigation or proceeding pending challenging the validity or enforceability of such Trademark Registrations; (c) to the best of Borrower's knowledge, each of the Trademark Registrations is valid and enforceable; (d) to the best of Borrower's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights that are material to the Borrower or its business; (e) to the best of Borrower's knowledge, no claim has been made that the use of any of the Trademarks that are material to the Borrower or its business violates or may violate the rights of any third person, and to the best of Borrower's knowledge, there is no infringement by the Borrower of the trademark rights of others; (f) subject to the MLB Rules and Regulations, the Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks that are material to the Borrower or its business (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Borrower is licensed to use), free and clear of any liens, charges or other encumbrances, other than Liens permitted pursuant to Section 7.01 of the Credit Agreement and the security interest and conditional assignment created by the Security Agreement and this Trademark Agreement; (g) subject to the MLB Rules and Regulations, the Borrower has the unqualified right to enter into this Trademark Agreement and to perform its terms; (h) the Borrower has used, and will continue to use, all legally required notices in connection with its use of the Trademarks, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; (i) the Borrower has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its provision of products and services sold or provided under the Trademarks, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; (j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks listed on Schedule A upon making the filings referred to in clause (k) of this Section 3; and (k) solely with respect to the Pledged Trademarks listed on Schedule A, except for the filing of financing statements with the Secretary of State for the State of Ohio under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Borrower or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Borrower, or (B) for the perfection of or the exercise by the Administrative Agent (for the benefit of the Secured Parties) of any of its rights and remedies hereunder, except for any approvals or consents required in connection with a foreclosure by the Administrative Agent. For the avoidance of doubt, any representation or warranty contained in this Section 3 that is based upon the Borrower's "knowledge" or "best knowledge" or any similar phrase shall not be deemed to include the knowledge of any MLB Entity.

4. Inspection Rights.

Subject to the MLB Rules and Regulations, the Borrower hereby grants to the Administrative Agent and its employees and agents the right, upon reasonable notice during normal business hours, to visit the Borrower's plants and facilities, if any, that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and

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quality control records relating thereto upon reasonable advance notice at reasonable times during regular business hours.

5. No Transfer or Inconsistent Agreements.

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Borrower's business, the Borrower will not (a) except as permitted pursuant to the terms of the Credit Agreement, mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Borrower's obligations under this Trademark Agreement or the Security Agreement.

6. After-Acquired Trademarks, etc.

6.1. After-acquired Trademarks. Subject to the MLB Rules and Regulations, if, before the Obligations shall have been finally paid and satisfied in full, the Borrower shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights (other than any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), the provisions of this Trademark Agreement shall automatically apply thereto. Not less frequently than annually, the Borrower shall request from the appropriate MLB Entity a report that lists and reasonably describes all Trademarks, Trademark Registrations and Trademark Rights acquired by or on behalf of the Borrower during the immediately preceding twelve (12) months. Promptly after receipt of such report, the Borrower shall provide to the Administrative Agent a copy thereof and, subject to the MLB Rules and Regulations, execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademarks, Trademark Registrations and Trademark Rights described therein.

6.2. Amendment to Schedule. The Borrower authorizes the Administrative Agent to modify this Trademark Agreement without the necessity of the Borrower's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. Trademark Prosecution.

7.1. Borrower Responsible. The Borrower shall have the right and duty to prosecute any action that it determines is necessary or appropriate to protect its interest in the Pledged Trademarks that are material to Borrower or its business and shall hold the Administrative Agent and each Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Secured Party in connection with the interests of the Administrative Agent and the Secured Parties in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions

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contemplated hereby. In respect of such responsibility, the Borrower shall retain trademark counsel retained in accordance with the MLB Rules and Regulations.

7.2. Borrower's Duties, etc. The Borrower shall have the right and the duty to the extent it determines necessary or appropriate, through trademark counsel retained in accordance with the MLB Rules and Regulations, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter that are material to Borrower or its business, to preserve and maintain all rights in the Trademarks and Trademark Registrations that are material to the Borrower or its business, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations, unless, in each case, the failure to do so could not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with such applications and actions shall be borne by the Borrower. Unless reasonably required by any MLB Entity, the Borrower shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld, unless the abandonment could not reasonably be expected to have a Material Adverse Effect.

7.3. Borrower's Enforcement Rights. The Borrower shall have the right and the duty to the extent it determines necessary or appropriate to bring suit or other action in the Borrower's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Borrower may require the Administrative Agent to join in such suit or action as necessary to assure the Borrower's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent to any risk of liability. The Borrower shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, the Borrower shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as it deems necessary to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks, unless the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Borrower shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks that are material to the Borrower or its business.

7.5. Notification by Borrower. Upon the request of the Administrative Agent, the Borrower shall request from the appropriate MLB Entity a report that describes in reasonable detail in writing, (i) any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Borrower's rights, title or interests in and to the Pledged Trademarks that could reasonably be expected to result in a Material Adverse Effect, and (ii) any event that does or reasonably could materially adversely affect the value of

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any of the Pledged Trademarks, the ability of the Borrower or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks); provided that, so long as no Default or Event of Default has occurred and is continuing, the Administrative Agent will not make such request more frequently than annually. Promptly following the receipt of such report, the Borrower shall deliver a copy thereof to the Administrative Agent.

8. Remedies.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, subject to Section 22 and the restrictions contained in the MLB Rules and Regulations, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2), the Credit Agreement, the Security Agreement, the other Security Documents and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Borrower, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in Section 19 of the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Borrower at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Borrower hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of. For the avoidance of doubt, pursuant to the MLB Rules and Regulations, no Pledged Trademarks may be used, licensed or sublicensed by or transferred to the Administrative Agent, and the Administrative Agent may not use, license or sublicense any of the Pledged Trademarks, unless the Indians Franchise (or management thereof) has been transferred in accordance with the MLB Rules and Regulations.

9. Collateral Protection.

If the Borrower shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Borrower shall be breached in any material respect, the Administrative Agent (for the benefit of the Secured Parties), in its own name or that of the Borrower (in the sole discretion of the Administrative Agent but with prior notice to the Borrower such that the Borrower has a reasonable opportunity to do such act or remedy such breach), may (but shall not be obligated to), to the extent permitted by the MLB Rules and

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Regulation, do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Borrower agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. Power of Attorney.

If any Event of Default shall have occurred and be continuing, the Borrower does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Borrower's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Borrower's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Borrower therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Borrower is obligated to execute and do hereunder, subject in each instance to the terms and conditions of the MLB Rules and Regulations and Section 22. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Administrative Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. Further Assurances.

The Borrower shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as reasonably necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may reasonably request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Pledged Trademarks.

12. Termination.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Borrower, execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper to terminate the security interest granted hereunder and reassign and reconvey to and re-vest in the Borrower the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent, for the benefit of the Secured Parties, by the Borrower pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been

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made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. Course of Dealing.

No course of dealing between the Borrower and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Expenses.

Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Borrower.

15. Overdue Amounts.

Until paid, all amounts due and payable by the Borrower hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. No Assumption of Liability; Indemnification.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE BORROWER, AND THE BORROWER SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT WITH RESPECT TO SUCH LIABILITIES.

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17. Notices.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in the manner and at the respective addresses specified in Section 10.02 of the Credit Agreement.

18. Amendment and Waiver.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent and the Borrower and only when all necessary MLB Approvals have been obtained in advance, except as provided in Section 6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. Governing Law; Consent to Jurisdiction.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; PROVIDED THAT THE ADMINISTRATIVE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE EASTERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS TRADEMARK AGREEMENT, THE BORROWER, THE ADMINISTRATIVE AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWER, THE ADMINISTRATIVE AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. THE BORROWER, THE ADMINISTRATIVE Agent AND EACH LENDER WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

20. Waiver of Jury Trial.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF

ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

21. Miscellaneous.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Borrower acknowledges receipt of a copy of this Trademark Agreement.

22. Major League Baseball Requirements.

It is understood and acknowledged that the Borrower's rights and obligations with respect to its Trademarks, and Trademark Registrations, Trademark Rights and Trademark Licenses are subject to the MLB Rules and Regulations, and that the Borrower's obligations and the Administrative Agent's rights hereunder are subject to the terms of the MLB Rules and Regulations.

Notwithstanding anything herein to the contrary, (i) the parties hereto hereby acknowledge and agree that (a) this Trademark Agreement is subject to the terms of Section 8.04 and Section 10.20 of the Credit Agreement, the terms of which are incorporated by reference herein, as if set forth in their entirety herein, and (b) MLB shall be entitled to enforce the provisions of this Section 22 directly against any party hereto (or their successors and permitted assigns), (ii) neither the Administrative Agent nor any other Secured Party may foreclose upon any Collateral related to the Indians Franchise (including the Pledged Trademarks) unless it is also foreclosing on, or has foreclosed on, the Indians Franchise and (iii) neither the Administrative Agent nor any other Secured Party may sell, transfer or otherwise dispose of any Collateral related to the Indians Franchise (including the Pledged Trademarks) to any Person, other than any Person that owns or is acquiring the Indians Franchise.

[Signature page follows]

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IN WITNESS WHEREOF, this Trademark Agreement has been executed as an instrument under seal as of the date first above written.

CLEVELAND INDIANS BASEBALL
COMPANY LIMITED PARTNERSHIP

By: Cleveland Indians Baseball Company, Inc.,
its general partner

By: Kenneth E. Stefanov
Name: KENNETH E. STEFANOV
Title: CFO

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) ss.
COUNTY OF Cuyahoga)

Before me, the undersigned, a Notary Public in and for the county, on this 3rd day of December 2014, personally appeared Kenneth E. Stefanov to me known personally, and who, being by me duly sworn, deposes and says that he is the CFO of Cleveland Indians Baseball Company Limited Partnership, and that this instrument was signed and sealed on behalf of Cleveland Indians Baseball Company Limited Partnership and He acknowledged this instrument to be the free act and deed of Cleveland Indians Baseball Company Limited Partnership.

Drusilla Kosik
Notary Public
My commission expires:

Drusilla Kosik
Notary Public, State of Ohio
My Commission Expires 11-24-2017

[Signature Page to Amended and Restated Trademark Collateral Security and Pledge Agreement]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as an instrument under seal as of the date first above written.

CLEVELAND INDIANS BASEBALL
COMPANY LIMITED PARTNERSHIP

By: Cleveland Indians Baseball Company, Inc.,
its general partner

By:_____
Name:
Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:_____
Name: Bridgett J. Manduk Mowry
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county, on this _____ day of _____, 2014, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of Cleveland Indians Baseball Company Limited Partnership, and that this instrument was signed and sealed on behalf of Cleveland Indians Baseball Company Limited Partnership and _____ acknowledged this instrument to be the free act and deed of Cleveland Indians Baseball Company Limited Partnership.

_____
Notary Public
My commission expires:

[Signature Page to Amended and Restated Trademark Collateral Security and Pledge Agreement]

SCHEDULE A

Trademarks & Trademark Registrations

See Attached

Country. **California**

Mark	Class	App. #	App. Dt	Reg. #	Reg. Dt	Status
Wahoo Indian Head Design 1981 Primary	25			092418	5/25/1990	REGISTERED

Country. **Ohio**

Mark	Class	App. #	App. Dt	Reg. #	Reg. Dt	Status
INDIANS	16		10/12/2001	1261440	10/12/2001	REGISTERED
INDIANS	25		10/12/2001	1261439	10/12/2001	REGISTERED
Indians I (Stylized) 2002 Alternate Cap	25			1731110	10/3/2007	REGISTERED
IT'S TRIBE TIME	25			1731990	10/9/2007	REGISTERED
IT'S TRIBE TIME NOW	25			1731109	10/3/2007	REGISTERED
TRIBE TIME	25			1731989	10/9/2007	REGISTERED
Wahoo Indian Head Design 1981 Primary	16		10/12/2001	1261437	10/12/2001	REGISTERED
Wahoo Indian Head Design 1981 Primary	25		10/12/2001	1261438	10/12/2001	REGISTERED

Country. **South Carolina**

Mark	Class	App. #	App. Dt	Reg. #	Reg. Dt	Status
Wahoo Indian Head Design 1981 Primary	25		9/23/1994	None Assigned	10/10/1994	REGISTERED

Country. **United States**

Mark	Class	App. #	App. Dt	Reg. #	Reg. Dt	Status
CIC I CLEVELAND INDIANS I CHARITIES and Design	36	85/023,954	5/7/2010	3,994,891	7/12/2011	REGISTERED
CLEVELAND BLUES	25	78/831,988	3/8/2006	3,776,353	4/13/2010	REGISTERED

Country: **United States**

Mark	Class	App. #	App. Dt	Reg. #	Reg. Dt	Status
CLEVELAND BRONCHOS	25	77/119,018	2/28/2007	3,886,573	12/7/2010	REGISTERED
CLEVELAND INDIANS	06, 14, 16, 18, 20, 21, 24, 25, 26, 28, 34, 41	73/312,684	6/1/1981	1,287,632	7/31/1984	REGISTERED
CLEVELAND NAPS	25	78/831,994	3/8/2006	3,776,354	4/13/2010	REGISTERED
GAME FACE	16	74/694,463	6/27/1995	1,979,689	6/11/1996	REGISTERED
HERITAGE PARK and Design	14	77/215,456	6/26/2007	3,669,929	8/18/2009	REGISTERED
HERITAGE PARK and Design	28	77/215,462	6/26/2007	3,699,459	10/20/2009	REGISTERED
HERITAGE PARK and Design	41	77/215,464	6/26/2007	3,619,984	5/12/2009	REGISTERED
Indian Head Design 1928 Sleeve	21	73/764,420	11/18/1988	1,568,426	11/28/1989	REGISTERED
Indian Head Design 1947 Sleeve	25	74/123,091	12/31/1990	1,711,810	9/1/1992	REGISTERED
INDIANS	25	74/290,827	7/6/1992	3,175,752	11/28/2006	REGISTERED
INDIANS (Stylized) 1958 Home Jersey	06	73/823,814	9/6/1989	1,592,740	4/24/1990	REGISTERED
INDIANS (Stylized) 1958 Home Jersey	25	73/725,239	4/28/1988	1,543,339	6/13/1989	REGISTERED
INDIANS (Stylized) 1994 Home Jersey	14	78/743,056	10/28/2005	3,366,832	1/8/2008	REGISTERED
INDIANS (Stylized) 1994 Home Jersey	16	78/743,055	10/28/2005	3,366,831	1/8/2008	REGISTERED

Country: **United States**

Mark	Class	App. #	App. Dt	Reg. #	Reg. Dt	Status
INDIANS (Stylized) 1994 Home Jersey	28	78/743,061	10/28/2005	3,366,833	1/8/2008	REGISTERED
INDIANS (Stylized) 1994 Home Jersey	41	78/743,058	10/28/2005	3,353,716	12/11/2007	REGISTERED
INDIANS and Mascot Slider Design	41	74/082,426	7/27/1990	1,719,618	9/22/1992	REGISTERED
Indians C (Stylized) 1973 Cap	25	73/775,524	1/19/1989	1,594,320	5/1/1990	REGISTERED
Indians C and Wahoo Design 1951 Cap	25	73/764,624	11/18/1988	1,593,109	4/24/1990	REGISTERED
Indians CLEVELAND (Stylized) 1994 Road Jersey	25	85/037,249	5/13/2010	4,000,824	7/26/2011	REGISTERED
Indians I (Stylized) 2002 Alternate Cap	25	78/980,135	11/23/2005	3,447,094	6/10/2008	REGISTERED
Indians I (Stylized) 2002 Alternate Cap	41	78/760,094	11/23/2005	3,538,740	11/25/2008	REGISTERED
Indians Mascot SLIDER and Design	41	74/288,228	6/25/1992	1,764,998	4/13/1993	REGISTERED
INDIANS THE FROZEN DIAMOND FACEOFF and Design	25	85/407,448	8/25/2011	4,219,228	10/2/2012	REGISTERED
INDIANS THE FROZEN DIAMOND FACEOFF and Design	28	85/407,440	8/25/2011	4,286,675	2/5/2013	REGISTERED

Country: **United States**

Mark	Class	App. #	App. Dt	Reg. #	Reg. Dt	Status
INDIANS THE FROZEN DIAMOND FACEOFF and Design	41	85/407,432	8/25/2011	4,219,227	10/2/2012	REGISTERED
IT'S TRIBE TIME NOW	25	77/296,679	10/4/2007	3,689,935	9/29/2009	REGISTERED
JACOBS FIELD	41	74/694,464	6/27/1995	2,028,319	1/7/1997	REGISTERED
SLIDER	25	74/082,439	7/27/1990	1,766,762	4/20/1993	REGISTERED
SLIDER	28	85/076,206	7/1/2010			FILED
SLIDER	41	74/082,443	7/27/1990	1,717,182	9/15/1992	REGISTERED
THE TRIBE (Stylized) and 1981 Primary	41	74/321,715	10/13/1992	1,857,634	10/11/1994	REGISTERED
TRIBE	41	78/743,057	10/28/2005	3,659,395	7/21/2009	REGISTERED
TRIBE TIME	25	77/296,666	10/4/2007	4,002,687	7/26/2011	REGISTERED
Wahoo Indian Head Design 1981 Primary	06, 14, 16, 18, 20, 21, 24, 25, 26, 28, 41	73/312,725	6/1/1981	1,259,795	12/6/1983	REGISTERED
Wahoo Indian Head Design 1981 Primary	09	73/823,805	9/6/1989	1,590,703	4/10/1990	REGISTERED
Wahoo Indian Head Design 1981 Primary	16	76/211,115	2/15/2001	2,569,766	5/14/2002	REGISTERED
Wahoo Indian Head Design 1981 Primary (Reversed)	14, 16, 20, 24, 25, 26, 28, 30, 34	73/011,583	1/23/1974	1,031,410	1/27/1976	REGISTERED

Cleveland Indians - Canadian Registration Program as of November 25, 2014

Country: **Canada**

Mark	Class	App. #	App. Dt	Reg. #	Reg. Dt	Status
CLEVELAND INDIANS (Stylized) + 1981 Primary		496478	12/20/1982	337145	2/19/1988	REGISTERED
INDIANS (Stylized) 1958 Home Jersey		496477	12/20/1982	337144	2/19/1988	REGISTERED
Indians C (Stylized) 1902 Home Jersey		496476	12/20/1982	337143	2/19/1988	REGISTERED
Wahoo Indian Head Design 1981 Primary		1290193	2/16/2006	TMA819,046	3/5/2012	REGISTERED

SCHEDULE B

None

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