

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tampa Bay Rays Baseball Ltd.		10/14/2015	LIMITED PARTNERSHIP: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	IL1-0063, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4320043	BURST PASS	
Registration Number:	4046421	ORLANDO RAYS	
Registration Number:	4045827		
Registration Number:	4139419		
Registration Number:	4139420		
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Adam D. Siegartel		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40869-001		
NAME OF SUBMITTER:	Adam D. Siegartel		
SIGNATURE:	/Adam D. Siegartel/		
DATE SIGNED:	10/16/2015		

CH \$140.00 4320043

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of October 14, 2015, by Tampa Bay Rays Baseball Ltd., a Florida limited partnership (the "Pledgor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for the Secured Parties pursuant to the Amended and Restated Credit Agreement dated as of the date hereof (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to the Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented, waived, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent;

WHEREAS, the Pledgor has notified the Administrative Agent that the Pledgor owns the Trademarks listed on Schedule 1 attached hereto (the "Specified Trademarks"); and

WHEREAS, pursuant to Section 4.05(e) of the Guarantee and Collateral Agreement, the Pledgor is required, among other things, to execute and deliver this Trademark Security Agreement in order to evidence and perfect the Administrative Agent's security interest in the Specified Trademarks.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) the Specified Trademarks;
- (b) all goodwill associated with the Specified Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control. For the avoidance of doubt, the Pledgor acknowledges and agrees

that this Trademark Security Agreement is not intended to replace, supersede, amend or otherwise affect, in any respect, that certain Trademark Security Agreement, dated as of June 30, 2011, by the Pledgor in favor of the Administrative Agent (or any other trademark security agreement entered into by the Pledgor in favor of the Administrative Agent), which shall remain in full force and effect and unaffected hereby.

SECTION 4. Termination. Section 7.13 of the Guarantee and Collateral Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 5. Major League Baseball Requirements. Section 7.16 of the Guarantee and Collateral Agreement is hereby incorporated by reference herein as if fully set forth herein.

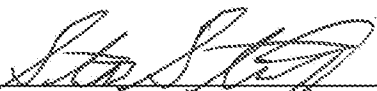
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TAMPA BAY RAYS BASEBALL LTD.,
as Pledgor

By: 501SG, LLC, its Managing Partner

By: 
Name: STUART G. STEINBERG
Title: MANAGER

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent




By: Brian Kantarian
Name: Brian Kantarian
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005647 FRAME: 0451

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	CLASS	APP. #	APP. DATE	REG. #	REG. DATE	STATUS
BURST PASS	36	85/623,267	5/11/2012	4,320,043	4/16/2013	REGISTERED
Class 36 – Financial services, namely, issuing stored value cards and providing stored value cards services.						
ORLANDO RAYS	41	85/085,146	7/23/2010	4,046,421	10/25/2011	REGISTERED
Class 41 – Entertainment services, namely, providing news, information, all of the foregoing in the field of sports.						
Rays 2008 Glint Design 	14	77/697,969	3/24/2009	4,045,827	10/25/2011	REGISTERED
Class 14 – Jewelry						
Rays 2008 Glint Design 	16	77/697,981	3/24/2009	4,139,419	5/8/2012	REGISTERED
Class 16 – Paper goods and printed matter, namely, trading cards, printed baseball game programs, magazines and books featuring baseball, writing pads, note paper, notebooks, scrapbooks, greeting cards, postcards, mounted and un-mounted photographs, photograph albums, pens, pencils, non-electric erasers, art pictures, and art prints						
Rays 2008 Glint Design 	28	77/697,985	3/24/2009	4,139,420	5/8/2012	REGISTERED
Class 28 – Toys and sporting goods, namely, stuffed toys, plush toys, foam toys, foam novelty items, namely, foam fingers, toy figures, dolls, bobbing head dolls, miniature baseball bats, toy necklaces, miniature toy baseballs, baseballs, holders for baseballs, autographed baseballs, golf balls, golf club head covers, baseball bases, baseball bats, batting gloves						