

S/315

05-09-2005

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

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

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Tab settings

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

1. Name of conveying party(ies):

San Francisco Baseball Associates L.P.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 29, 2005

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: Bank of America Corporate Center

Street Address: 100 North Tryon Street

City: Charlotte State: NC Zip: 28255-0001

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association Chartered under the laws of the United States

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 Schedule 1

B. Trademark Registration No.(s) _____
See attached Schedule 1

Additional number(s) attached Yes No

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

Name: William L. Harvey, Esq.

Internal Address: White & Case LLP, 22nd Floor

Street Address: 3 Embarcadero Center

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41).....\$ 690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

OPR/FINANCE
MAY - 3 PM 2:34

DO NOT USE THIS SPACE

9. Signature.

William L. Harvey

Name of Person Signing

Signature

April 29 2005

Date

17

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

05/06/2005 BBYRNE 00000003 2612202

01 FC:8521
02 FC:8522

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

TRADEMARK
REEL: 003161 FRAME: 0874

**SCHEDULE 1
TO RECORDATION FORM**

CONVEYING PARTY: San Francisco Baseball Associates L.P.

RECEIVING PARTY: Bank of America, N.A.

NATURE OF CONVEYANCE: Assignment of Security Agreement

ITEM 4: Application Number(s) or Registration Number(s):

No.	Application No.	Registration Number	Filing Date	Registration Date	Registered Owner	Mark
1.	76-240,044	2,612,202	04/12/2001	08/27/2002	San Francisco Baseball Associates L.P.	SF (Stylized Letters)
2.	76-240,043	2,688,009	04/12/2001	02/18/2003	San Francisco Baseball Associates L.P.	GIANTS (and Design)
3.	76-227,442	2,720,480	03/20/2001	06/3/2003	San Francisco Baseball Associates L.P.	SF (Stylized Letters)
4.	76-227,425	2,600,709	03/20/2001	07/30/2002	San Francisco Baseball Associates L.P.	GIANTS (and Design)
5.	76-224,011	2,529,743	03/13/2001	01/15/2002	San Francisco Baseball Associates L.P.	GIANTS (and Design)
6.	73-837,151	1,661,650	11/9/1989	10/22/1991	San Francisco Baseball Associates L.P.	GIANTS
7.	73-757,327	1,546,509	10/12/1988	07/4/1989	San Francisco Baseball Associates L.P.	SJ (Stylized Letters)
8.	73-744,981	1,547,331	08/8/1988	07/11/1989	San Francisco Baseball Associates L.P.	SAN JOSE GIANTS (Stylized Letters)
9.	73-744,979	1,527,782	08/8/1988	03/7/1989	San Francisco Baseball Associates L.P.	SF (Stylized Letters)
10.	73-744,977	1,536,374	08/8/1988	04/25/1989	San Francisco Baseball Associates L.P.	SJ (Stylized Letters)
11.	73-744,971	1,531,352	08/8/1988	03/21/1989	San Francisco Baseball Associates L.P.	SAN JOSE GIANTS
12.	73-744,860	1,532,656	08/8/1988	04/4/1989	San Francisco Baseball Associates L.P.	GIANTS (Stylized Letters)
13.	73-744,800	1,564,607	08/8/1988	11/7/1989	San Francisco Baseball Associates L.P.	SAN JOSE GIANTS (Stylized Letters)
14.	73-744,790	1,527,781	08/8/1988	03/7/1989	San Francisco Baseball Associates L.P.	GIANTS (and Design)
15.	73-721,377	1,544,379	04/8/1988	06/20/1989	San Francisco Baseball Associates L.P.	GIANTS (Stylized Letters)
16.	73-720,225	1,544,375	04/4/1988	06/20/1989	San Francisco Baseball Associates L.P.	SAN FRANCISCO GIANTS (Stylized Letters)
17.	73-719,212	1,560,815	03/28/1988	10/17/1989	San Francisco Baseball Associates L.P.	SF (Stylized Letters)
18.	73-673,356	1,522,132	07/20/1987	01/24/1989	San Francisco Baseball Associates L.P.	SAN FRANCISCO GIANTS
19.	73-447,713	1,314,552	10/12/1983	01/15/1985	San Francisco Baseball Associates L.P.	GIANTS (and Design)
20.	73-441,504	1,340,707	08/29/1983	06/11/1985	San Francisco Baseball Associates L.P.	GIANTS (and Design)

No.	Application No.	Registration Number	Filing Date	Registration Date	Registered Owner	Mark
21.	73-352,442	1,261,248	03/1/1982	12/ 13/1983	San Francisco Baseball Associates L.P.	DUGOUT
22.	73-284,770	1,232,819	10/31/1980	03/29/1983	San Francisco Baseball Associates L.P.	SF (Stylized Letters)
23.	73-010,057	1,010,059	01/3/1974	05/6/1975	San Francisco Baseball Associates L.P.	GIANTS (and Design)
24.	N/A	108,668	N/A	11/26/2002	San Francisco Baseball Associates L.P.	SF (Stylized Letters)
25.	N/A	108,533	N/A	10/16/2002	San Francisco Baseball Associates L.P.	SF
26.	N/A	108,532	N/A	10/16/2002	San Francisco Baseball Associates L.P.	SF (and Design)
27.	N/A	108,694	N/A	12/9/2002	San Francisco Baseball Associates L.P.	Giants and Design

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 29, 2005, is made between SAN FRANCISCO BASEBALL ASSOCIATES L.P., a California limited partnership (the "Grantor"), and BANK OF AMERICA, N.A. (the "Lender").

The Grantor and the Lender are parties to a Credit Agreement dated as of April 29, 2005 (as amended, restated, modified, supplemented, renewed or extended from time to time, the "Credit Agreement"). It is a condition precedent to the borrowings under the Credit Agreement that the Grantor enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Proceeds" means all proceeds, as such term is defined in Section 9-102 of the UCC, arising from (i) the sale or other similar disposition of all or substantially all of the Collateral, and (ii) the sale, lease, license exchange or other disposition of the Collateral in contravention of the Credit Agreement and the other Loan Documents.

"PTO" means the United States Patent and Trademark Office.

"Rights to Payment" means any and all of the Grantor's rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under or with respect to the Collateral (to the extent such rights and claims to the payment or receipt of money or other forms of consideration constitute Collateral).

"Secured Obligations" means the indebtedness, liabilities and other obligations of the Grantor to the Lender under or in connection with the Credit Agreement, the Note and the other Loan Documents, including all unpaid principal of the Loans, all interest accrued thereon, all fees due under the Credit Agreement and all other amounts payable by the Grantor to the Lender thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against the Grantor of any case or proceeding under any Debtor Relief Law naming such Person as the debtor in such case or proceeding.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation set forth in Sections 1.02 through 1.06 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants in favor of the Lender a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including, without limitation, such marks, names and applications as are described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof (including all Rights to Payment arising from such rights to sue), all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; provided, however, that the Collateral shall exclude any right, title or interest of the Borrower in the following marks and designs: “B.A.R.K. BASEBALL AQUATIC RETRIEVAL KORPS” and “B.A.R.K.” (including such marks and/or designs bearing PTO registration numbers 2,741,155 and 2,642,733).

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(iii) all Proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

The security interests granted hereby are subject to the provisions of Section 19.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 18.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor acknowledges that the rights and remedies of the Lender with respect

to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to the Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule A.

SECTION 5 Recording of Agreement. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Lender, and without limiting the description of the Collateral in Section 2 above, if and when the Grantor shall obtain rights to any new U.S. trademarks or service marks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any renewal or extension of any U.S. trademark or service mark registration, the provisions of this Agreement shall automatically apply thereto. The Grantor will, not less than annually, provide the Lender with a written report of all new applications for and registrations of U.S. trademarks and service marks since the later of the date hereof and the date of the prior such report provided to the Lender hereunder. The Grantor shall do all things deemed necessary or advisable by the Lender to ensure the validity, perfection, priority and enforceability of the security interests of the Lender in such future acquired Collateral. The Grantor hereby authorizes the Lender to modify, amend, or supplement the Schedule hereto and to reexecute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedule to be filed with the PTO. Notwithstanding the foregoing, no failure to so modify, amend or supplement the Schedule hereto or reexecute this Agreement shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on the Schedule hereto.

SECTION 7 Lender's Duties. Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Lender hereunder, the Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 8 Remedies. Upon the occurrence of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit, or to take such other action as the Lender deems necessary or advisable, in the name of the Grantor or the Lender, to enforce or protect any Collateral, in which event the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all documents required by the Lender in aid of such enforcement.

SECTION 9 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in, and shall be effective as provided in, the Credit Agreement.

SECTION 10 No Waiver; Cumulative Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender.

SECTION 11 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 12 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.**

SECTION 13 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement. *Any amendment to this Agreement shall be subject to the prior written approval of the Commissioner's Office, if such approval is required under then applicable rules of or agreements with Major League Baseball.*

SECTION 14 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 15 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 16 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents,

including any such provisions contained in Article IX thereof, such provisions are incorporated herein by this reference.

SECTION 17 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 18 Termination. Upon the termination of the Commitment of the Lender and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Lender shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Lender hereunder, including cancellation of this Agreement by written notice from the Lender to the PTO.

SECTION 19 Lender Acknowledgments Regarding Major League Consents. Notwithstanding any contrary provisions contained in this Agreement or any other Loan Document:

(a) The Lender is aware of the provisions contained in Article V, Section 2(b)(2) of the Major League Constitution among the Clubs, and recognizes that the Ownership Committee of Baseball has issued "Control Interest Transfers – Guidelines & Procedures", dated August 23, 1993 (such document and any successor guidelines, as may be amended from time to time, the "MLB Control Interest Transfer Guidelines").

(b) The Lender acknowledges that Article V, Section 2(b)(2) of the Major League Constitution and the MLB Control Interest Transfer Guidelines require that the transfer of a control interest in either the Franchise or the Grantor be subject to the approving vote of the Clubs in their absolute discretion. The Lender also acknowledges the "best interests of Baseball" powers held by the Commissioner under the Major League Constitution. Accordingly, the Lender acknowledges that such approvals would be required for any sale or transfer of the Franchise, the Grantor, or an interest in either the Franchise or the Grantor, or any sale, transfer, assignment, license, sublease, or other conveyance of the trademarks, trade names and other intellectual property rights owned by the Grantor, to a third party as well as to the Lender, and that each such transaction shall be subject to and made in accordance with the Major League Constitution, the MLB Properties Agreement and the MLB Control Interest Transfer Guidelines.

(c) The Lender acknowledges that any temporary or permanent management of the Franchise or the Grantor shall be subject to the prior approval of the Commissioner and the Clubs. In the event the Lender desires to operate the Franchise or the Grantor for its own account on a temporary or permanent basis, the Lender shall seek the prior approval of the Commissioner and the Clubs in accordance with the Major League Constitution and the MLB Control Interest Transfer Guidelines.

(d) This Agreement and any rights or exclusivities granted by the Grantor hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "MLB Documents"): (i) any present or future agreements entered into by, or on behalf of, any of the Major League Baseball entities or affiliates (each, an "MLB Entity"), or the member Clubs acting collectively, including, without limitation, agreements entered into pursuant to the Major League Constitution, the American and National League Constitutions, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the Major League Clubs and an MLB Entity, or (ii) the present and future mandates, rules, regulations, policies, bulletins or directives issued or adopted by the Commissioner or the MLB Entities; provided, however, that the foregoing is not intended to require the Lender to subordinate the security interests granted to it hereunder in favor of any Person. The issuance, entering into, amendment, or implementation of any of the MLB Documents shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto.


(Signatures follow)

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

THE GRANTOR

SAN FRANCISCO BASEBALL ASSOCIATES
L.P.

By Magowan Baseball, Inc., its Managing
General Partner

By: 
Name: John F. Yee
Title: Treasurer and Chief Financial Officer

THE LENDER

BANK OF AMERICA, N.A.

By _____
Name:
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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

THE GRANTOR


**SAN FRANCISCO BASEBALL ASSOCIATES
L.P.**

By **Magowan Baseball, Inc., its Managing
General Partner**

By: _____
Name: John F. Yee
Title: Treasurer and Chief Financial Officer

THE LENDER

BANK OF AMERICA, N.A.

By  _____
Name: Tucker S. Sampson
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE A

to the Trademark Security Agreement

SAN FRANCISCO BASEBALL ASSOCIATES L.P.





U.S. Trademark Registrations of the Grantor



(See attached)

SCHEDULE A TO THE TRADEMARK SECURITY AGREEMENT

1.

San Francisco Baseball Associates L.P. - U.S. State and Federal Trademark/Service Mark
 Coverage as of March 16, 2005

Country: California							
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
GIANTS and Design 1993 Primary	14	None		108697	12/9/2002	Registered	
							
Giants SF (Stylized) 1993 Cap	14	None		108668	11/26/2002	Registered	
							
Giants SF (Stylized) 1993 Cap	16	None		108533	10/16/2002	Registered	
							
Giants SF (Stylized) 1993 Cap	25	None		108532	10/16/2002	Registered	
							

Country: United States							
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
B.A.R.K.	41	76/357,306	1/11/2002	2,642,733	10/29/2002	Registered	
B.A.R.K. BASEBALL AQUATIC RETRIEVAL KORPS and Design	41	76/357,307	1/11/2002	2,741,155	7/29/2003	Registered	
							
DUGOUT	42	73/352,442	3/1/1982	1,261,248	12/13/1983	Registered	
GIANTS	16, 25	73/837,151	11/9/1989	1,661,650	10/22/1991	Registered	
GIANTS (Stylized) 1983 Home Jersey	06, 21	73/744,860	8/8/1988	1,532,656	4/4/1989	Registered	
							

**San Francisco Baseball Associates L.P. - U.S. State and Federal Trademark/Service Mark
Coverage as of March 16, 2005**

Country: **United States**

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
GIANTS (Stylized) 1983 Home Jersey	16, 24, 25	73/721,377	4/8/1988	1,544,379	6/20/1989	Registered



GIANTS and Design 1972 Primary	41	73/010,057	1/3/1974	1,010,059	5/6/1975	Registered
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GIANTS and Design 1983 Primary	06, 14	73/744,790	8/8/1988	1,527,781	3/7/1989	Registered
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GIANTS and Design 1983 Primary	16, 20, 24, 34	73/447,713	10/12/1983	1,314,552	1/15/1985	Registered
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GIANTS and Design 1983 Primary	21, 25, 28	73/441,504	8/29/1983	1,340,707	6/11/1985	Registered
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GIANTS and Design 1993 Primary	16	76/227,425	3/20/2001	2,600,709	7/30/2002	Registered
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GIANTS and Design 1993 Primary	25	76/224,011	3/13/2001	2,529,743	1/15/2002	Registered
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GIANTS and Design 1993 Primary	41	76/240,043	4/12/2001	2,688,009	2/18/2003	Registered
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**San Francisco Baseball Associates L.P. - U.S. State and Federal Trademark/Service Mark
Coverage as of March 16, 2005**

Country: United States						
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
Giants SF (Stylized) 1977 Cap	25	73/284,770	10/31/1980	1,232,819	3/29/1983	Registered
						
Giants SF (Stylized) 1983 Cap	06, 14, 21	73/744,979	8/8/1988	1,527,782	3/7/1989	Registered
						
Giants SF (Stylized) 1983 Road Jersey	16, 25	73/719,212	3/28/1988	1,560,815	10/17/1989	Registered
						
Giants SF (Stylized) 1993 Cap	16	76/227,442	3/20/2001	2,720,480	6/3/2003	Registered
						
Giants SF (Stylized) 1993 Cap	41	76/240,044	4/12/2001	2,612,202	8/27/2002	Registered
						
SAN FRANCISCO GIANTS	41	73/673,356	7/20/1987	1,522,132	1/24/1989	Registered
SAN FRANCISCO GIANTS (Stylized) 1983 Lettering	16, 21, 24, 25	73/720,225	4/4/1988	1,544,375	6/20/1989	Registered
						
SAN JOSE GIANTS	41	73/744,971	8/8/1988	1,531,352	3/21/1989	Registered
SAN JOSE GIANTS (Stylized) 1988 Lettering	16, 20, 24, 25	73/744,981	8/8/1988	1,547,331	7/11/1989	Registered
						
SAN JOSE GIANTS (Stylized) 1988 Primary	24	73/744,800	8/8/1988	1,564,607	11/7/1989	Registered
						

San Francisco Baseball Associates L.P. - U.S. State and Federal Trademark/Service Mark
Coverage as of March 16, 2005

Country: **United States**

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
San Jose Giants SJ (Stylized) 1988 Alternate Cap	25	73/744,977	8/8/1988	1,536,374	4/25/1989	Registered



San Jose Giants SJ (Stylized) 1988 Cap	25	73/757,327	10/12/1988	1,546,509	7/4/1989	Registered
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SCHEDULE A-2

to the Trademark Security Agreement

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
None.			

SCHEDULE A-2 TO THE TRADEMARK SECURITY AGREEMENT

SANFRAN 96252 (2K)

1.

RECORDED: 05/03/2005

**TRADEMARK
REEL: 003161 FRAME: 0890**