

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299579

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sterling Mets, L.P.		03/28/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn St., Floor 07
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3024026	AMAZIN'
Registration Number:	3023987	AMAZIN'
Registration Number:	2960024	AMAZIN'
Registration Number:	3023986	AMAZIN'
Registration Number:	2955239	AMAZIN' METS
Registration Number:	3095957	AMAZIN' METS
Registration Number:	3121075	AMAZIN' METS
Registration Number:	2955240	AMAZIN' METS
Registration Number:	1904718	BINGHAMTON METS
Registration Number:	1905619	BINGHAMTON METS
Registration Number:	1636881	METS
Registration Number:	3442471	METS
Registration Number:	3299446	METS
Registration Number:	3828959	METS
Registration Number:	1549812	METS
Registration Number:	1528814	METS
Registration Number:	2500406	METS
Registration Number:	3299444	METS
Registration Number:	3943687	NEW YORK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2514958	NY
Registration Number:	1571564	NY
Registration Number:	1261773	NY
Registration Number:	3442469	NY
Registration Number:	3442470	NY
Registration Number:	3320563	NY
Registration Number:	2700384	STL
Registration Number:	1528813	NEW YORK METS
Registration Number:	1530538	NY METS
Registration Number:	1030014	METS
Registration Number:	0826564	NY METS

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: TM SEC.AGMT40869-006

NAME OF SUBMITTER: Jenifer deWolf Paine

SIGNATURE: /Jenifer deWolf Paine/

DATE SIGNED: 03/28/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of March 28, 2014, by Sterling Mets, L.P., a Delaware limited partnership, (the "Pledgor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Guarantee and Collateral Agreement, dated as of March 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Pledgor, Mets Limited Partnership, a Delaware limited partnership, BA Baseball Company, L.L.C., a New York limited liability company, Sterling Facility Services, L.L.C., a New York limited liability company, Mets Development Company, L.L.C., a New York limited liability company, Sterling Mets Operations, L.L.C., a New York limited liability company, Sterling Mets Front Office, L.L.C., a New York limited liability company, CF Hospitality, L.L.C., a New York limited liability company, and certain other Subsidiaries of the Pledgor party thereto from time to time in favor of the Collateral Agent, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

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 Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings ascribed to them in the Security 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 Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties (subject, as to priority, only to MLB Liens and Permitted Prior Liens), 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) Trademarks of such Pledgor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

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

SECTION 5. MLB Requirements. Section 7.15 of the Security 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 LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW (OR ANY SUCCESSOR PROVISION THERETO))).

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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.

STERLING METS, L.P.,
as Pledgor,

By: Mets Partners, Inc., its general partner

By: 

Name: David F. Cohen

Title: Executive Vice President, General Counsel
and Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005246 FRAME: 0410

Accepted and Agreed:

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


By: _____









Name: Philip Mousin
Title: Credit Executive

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

[see attached]

New York Mets - U.S. State and Federal Trademark Registration Program as of December 2, 2013

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>
NY METS and Design 1962 Primary	39			094541	8/9/1991	REGISTERED
						

Country: New York						
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
METS	16	None Assigned	10/5/2000	R31750 former R29570	10/5/2000	REGISTERED
METS (Stylized) 1995 Home Jersey	25	None Assigned	10/11/1999	R31561 former R29294	10/12/1999	REGISTERED
						
METS (Stylized) 1995 Home Jersey	16	None Assigned	10/5/2000	R31746 former R29571	10/5/2000	REGISTERED
						
METS and Design 1999 Primary	16	None Assigned	10/5/2000	R31742 former R29572	10/5/2000	REGISTERED
						
Mets NEW YORK (Stylized) 1995 Road Jersey	25			R30916	10/4/2006	REGISTERED
						
Mets NY (Stylized) 1983 Cap	25	None Assigned	10/12/1999	R31565 former R29286	10/12/1999	REGISTERED
						
Mets NY (Stylized) 1983 Cap	16	None Assigned	10/5/2000	R31744 former R29569	10/5/2000	REGISTERED
						
NY METS and Design 1962 Primary	25			R31563 former R29287	10/12/1999	REGISTERED
						
YA' GOTTA BELIEVE	25	None Assigned	10/5/2000	R31748 former R29568	10/5/2000	REGISTERED

TRADEMARK

REEL: 005246 FRAME: 0413






New York Mets - U.S. State and Federal Trademark Registration Program as of December 2, 2013

Country: **South Carolina**

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
NY METS and Design 1962 Primary	25		9/23/1994	None Assigned	10/17/1994	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>
AMAZIN'	09	76/350,117	12/18/2001	3,024,026	12/6/2005	REGISTERED
AMAZIN'	25	76/192,502	1/11/2001	3,023,987	12/6/2005	REGISTERED
AMAZIN'	28	76/192,501	1/11/2001	2,960,024	6/7/2005	REGISTERED
AMAZIN'	41	76/192,500	1/11/2001	3,023,986	12/6/2005	REGISTERED
AMAZIN' METS	28	76/192,504	1/11/2001	2,955,239	5/24/2005	REGISTERED
AMAZIN' METS	09	76/350,116	12/18/2001	3,095,957	5/23/2006	REGISTERED
AMAZIN' METS	41	76/192,720	1/11/2001	3,121,075	7/25/2006	REGISTERED
AMAZIN' METS	25	76/192,513	1/11/2001	2,955,240	5/24/2005	REGISTERED
BINGHAMTON METS	41	74/531,414	5/31/1994	1,904,718	7/11/1995	REGISTERED
BINGHAMTON METS and Design	16	74/531,415	5/31/1994	1,905,619	7/18/1995	REGISTERED
						
METS	16, 25	74/009,720	12/11/1989	1,636,881	3/5/1991	REGISTERED
METS (Stylized) 1995 Home Jersey	28	78/737,376	10/20/2005	3,442,471	6/3/2008	REGISTERED
						
METS (Stylized) 1995 Home Jersey	14	78/737,370	10/20/2005	3,299,446	9/25/2007	REGISTERED
						
METS (Stylized) 1995 Home Jersey	25	77/580,119	9/26/2008	3,828,959	8/3/2010	REGISTERED
						
METS (Stylized) 1995 Home Jersey	06, 11, 14, 16, 20, 21, 24, 25, 34	73/744,467	8/5/1988	1,549,812	8/1/1989	REGISTERED
						

TRADEMARK

REEL: 005246 FRAME: 0414

New York Mets - U.S. State and Federal Trademark Registration Program as of December 2, 2013

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>
METS (Stylized) 1995 Home Jersey	41	73/677,174	8/7/1987	1,528,814	3/7/1989	REGISTERED



METS and Design 1999 Primary	25	76/169,459	11/21/2000	2,500,406	10/23/2001	REGISTERED
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METS and Design 1999 Primary	09	78/737,335	10/20/2005	3,299,444	9/25/2007	REGISTERED
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Mets NEW YORK (Stylized) 1995 Road Jersey	25	85/099,861	8/4/2010	3,943,687	4/12/2011	REGISTERED
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Mets NY (Stylized) 1983 Cap	25	76/169,458	11/21/2000	2,514,958	12/4/2001	REGISTERED
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Mets NY (Stylized) 1983 Cap	06, 14, 16, 24, 28	73/744,369	8/5/1988	1,571,564	12/19/1989	REGISTERED
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Mets NY (Stylized) 1983 Cap	25	73/283,759	10/28/1980	1,261,773	12/20/1983	REGISTERED
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Mets NY (Stylized) XXXX Cap	09	78/737,337	10/20/2005	3,442,469	6/3/2008	REGISTERED
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Mets NY (Stylized) XXXX Cap	18	78/737,368	10/20/2005	3,442,470	6/3/2008	REGISTERED
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Mets NY (Stylized) XXXX Cap	14	78/737,366	10/20/2005	3,320,563	10/23/2007	REGISTERED
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Mets STL and Design 2001 Cap	25	78/093,801	11/16/2001	2,700,384	3/25/2003	REGISTERED
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REEL: 005246 FRAME: 0415

New York Mets - U.S. State and Federal Trademark Registration Program as of December 2, 2013

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>
NEW YORK METS	41	73/677,145	8/7/1987	1,528,813	3/7/1989	REGISTERED
NY METS and Design 1962 Primary	06	73/744,466	8/5/1988	1,530,538	3/21/1989	REGISTERED
						
NY METS and Design 1962 Primary	14, 16, 18, 20, 21, 24, 25, 26, 28, 30, 34	73/010,580	1/10/1974	1,030,014	1/13/1976	REGISTERED
						
NY METS and Design 1962 Primary (Color)	41	72/240,938	3/14/1966	826,564	3/28/1967	REGISTERED
