

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlanta National League Baseball Club, Inc.		07/09/2014	CORPORATION: GEORGIA
Braves Productions, Inc.		07/09/2014	CORPORATION: GEORGIA
Atlanta Braves, Inc.		07/09/2014	CORPORATION: GEORGIA
The Stadium Club, Inc.		07/09/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	State Chartered Bank: GEORGIA		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	1561774	ATLANTA BRAVES	
Registration Number:	1484697	ATLANTA BRAVES	
Registration Number:	3776350	BEANEATERS	
Registration Number:	3765504	BOSTON BEES	
Registration Number:	3327473	BOSTON BRAVES	
Registration Number:	3776351	BOSTON DOVES	
Registration Number:	0845032	BRAVES	
Registration Number:	0829308	BRAVES	
Registration Number:	3382989	BRAVES	
Registration Number:	1562115	BRAVES	
Registration Number:	1576468	A	
Registration Number:	3538719	A	
Registration Number:	1560470	A	
Registration Number:	3438423	A	
Registration Number:	2573347	A	
Registration Number:	4298515	A	
TRADEMARK			

OP \$1015.00 1561774

Property Type	Number	Word Mark
Registration Number:	1253034	A
Registration Number:	2542804	A
Registration Number:	3366815	A
Registration Number:	2657980	A
Registration Number:	4298516	A
Registration Number:	3584706	A
Registration Number:	0829309	BRAVES
Registration Number:	1596052	BRAVES
Registration Number:	3532500	BRAVES
Registration Number:	3382988	BRAVES
Registration Number:	2671045	BRAVES
Registration Number:	1562208	ATLANTA
Registration Number:	3478049	ATLANTA
Registration Number:	0829310	
Registration Number:	3090297	BRAVESVISION
Registration Number:	3138398	BRAVESVISION
Registration Number:	1882952	CHOP TALK
Registration Number:	4095656	CHOPPER
Registration Number:	3764026	HOME OF THE BRAVES
Registration Number:	4005694	HOMER THE BRAVE
Registration Number:	2339648	IN CONTROL
Registration Number:	3327474	MILWAUKEE BRAVES
Registration Number:	2339647	THROWING HEAT
Serial Number:	86085964	CHOPTOBER

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: tadmin@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:	2010638-0003
NAME OF SUBMITTER:	Elizabeth A. Walker
SIGNATURE:	/Elizabeth A. Walker/
DATE SIGNED:	08/06/2014

Total Attachments: 25

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TRADEMARK

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TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

This TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT ("Trademark Agreement") dated as of July 9, 2014 is made by (i) Atlanta National League Baseball Club, Inc., a Georgia corporation (the "Borrower"), (ii) Braves Productions, Inc., a Georgia corporation ("BPI"), (iii) Atlanta Braves, Inc., a Georgia corporation ("ABI"), and (iv) The Stadium Club, Inc., a Georgia corporation ("SCI" and together with the Borrower, BPI and ABI, the "Grantors" and each a "Grantor"), in favor of SunTrust Bank, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties 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 or, if not defined therein, in the Security Agreement referred to below.

WITNESSETH:

WHEREAS, on the date hereof, the Borrower has entered into a Revolving Credit Agreement (as amended, restated, modified, supplemented and/or extended from time to time, the "Credit Agreement") with SunTrust Bank, acting in its capacity as Administrative Agent, Issuing Bank and Swingline Lender, and the Lenders from time to time party thereto (the "Lenders");

WHEREAS, pursuant to a Guaranty Agreement dated as of the date hereof, BPI, ABI, and SCI have jointly and severally guaranteed the payment and performance by the Borrower of all of its Obligations;

WHEREAS, pursuant to a Security Agreement dated as of the date hereof (as amended, restated, modified, supplemented and/or extended from time to time, the "Security Agreement"), each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties referred to therein, a security interest in its property and assets referred to therein (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, the Grantors, though separate legal entities, comprise one integrated financial enterprise, and the extension of credit to the Borrower under the Credit Agreement will inure, directly or indirectly, to the benefit of each of the other Grantors as the successful operation of such other Grantors is dependent on the continued successful operation of the Borrower;

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

WHEREAS, it is a condition precedent to the making of the Loans under the Credit Agreement that the Grantors execute and deliver this Trademark Agreement and the other Collateral Documents;

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 each Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

“Pledged Trademarks” shall mean all of the Grantors’ 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, 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, (ii) any foreign Trademarks and Trademark Registrations (iii) any Trademark License Rights, if and for so long as the grant of a security interest therein shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (b) a breach or termination pursuant to the terms of, or a default under, any related contract, property rights agreement or license (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity) or (iv) any asset excluded from the Collateral pursuant to Section 2.2 of the Security Agreement.

“PTO” shall mean the United States Patent and Trademark Office.

“Related Assets” shall mean all assets, rights and interests of each Grantor that uniquely reflect or embody the Associated Goodwill.

“Trademark Agreement” shall mean this 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 present or future rights and interests of the Grantors pursuant to any and all present and future franchising or licensing agreements in favor of the Grantors, or to which any Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the present or future, including the right (but not the obligation) in the name of such Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party. Notwithstanding the foregoing, Trademark License Rights shall not include those trademark or trade name rights which are held by any Grantor 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 and foreign registrations of and applications for registration of the Trademarks.

“Trademark Rights” shall mean any and all 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 any Grantor 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 Grantors, that (i) are set forth on Schedule A hereto, or (ii) are now owned by any Grantor, or in which the any Grantor has any right, title or interest, or (iii) are in the future owned by any Grantor, or in which such Grantor in the future acquires any right, title or interest.

“Use” shall mean, with respect to any Trademark, all uses of such Trademark by any Grantor or its business, including all such uses by such Grantor itself or that are imputed to such Grantor, i.e., those uses made by franchises, licensees and contractors of such Grantor that were specifically authorized by such Grantor to be made on such Grantor’s behalf and that are monitored and controlled by such Grantor.

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, each Grantor hereby grants to the Administrative Agent a security interest in and lien on, and pledges and mortgages (but does not transfer title) to the Administrative Agent, all of its right, title and interest in and to the Pledged Trademarks.

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 Regulations, the Loan Documents and otherwise in connection with the use or transfer of the Collateral, each Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, such Grantor’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 hereof, (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 any Grantor 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 prescribe.

2.4. Supplemental to Security Agreement. Pursuant to the Security Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a 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 Grantors 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 Grantors) 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.

Except as otherwise set forth in Schedule B, each Grantor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all material Trademark Registrations currently registered in or filed with the PTO in the name of such Grantor by MLB on such Grantor's behalf; (b) the registrations and applications listed on Schedule A are subsisting and the registrations have not been adjudged invalid or unenforceable, in whole or in part, and, to such Grantor's knowledge, there is no litigation or proceeding pending challenging the validity or enforceability of such registrations; (c) to such Grantor's knowledge, each of the registrations listed on Schedule A is valid and enforceable; (d) to such Grantor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights that are material to such Grantor or its business; (e) to such Grantor's knowledge, no claim has been made that the use of any of the Trademarks that are material to such Grantor or its business violates or may violate the rights of any third person, and to such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others; (f) subject to the MLB Rules and Regulations, such Grantor 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 such Grantor or its business (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Grantor is licensed to use), free and clear of any liens, charges or other encumbrances, other than Liens as described in Section 7.2 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, such Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (h) such Grantor has used, and will continue to use, all legally required notices in connection with its use of the Trademarks material to such Grantor or its business; (i) such Grantor 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 material to such Grantor or its business; (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 in the Uniform Commercial Code records in the office of the Clerk of the Superior Court of any county in the State of Georgia 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 such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Grantor, 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 or other approvals or consents which have been obtained or made and are in full force and effect. For the avoidance of doubt, any representation or warranty contained in this Section 3 that is based upon the Grantors' "knowledge" or any similar phrase shall not be deemed to include the knowledge of any MLB Entity.

4. Reserved.
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 Grantors' business, no Grantor will 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.

6. After-Acquired Trademarks, etc.

6.1. After-Acquired Trademarks. Subject to the MLB Rules and Regulations, if, before the Obligations (other than inchoate and unasserted indemnification obligations which expressly survive as specified in the Credit Agreement) shall have been finally paid and satisfied in full in cash or cash collateralized and the Commitments have been terminated, such Grantor shall obtain any right, title or interest in or to any other or new Pledged Trademarks, the provisions of this Trademark Agreement shall automatically apply thereto. Not less frequently than annually, each Grantor 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 such Grantor during the immediately preceding twelve (12) months. Promptly after receipt of such report, such Grantor 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 that constitute Pledged Trademarks.

6.2. Amendment to Schedule. The Grantors authorize the Administrative Agent to modify this Trademark Agreement without the necessity of any Grantor's further approval or signature but with prior notice to the Grantors of any modifications, by amending Schedule A hereto to include any future material Trademark Registrations constituting Pledged Trademarks under Section 2 or Section 6. The Administrative Agent shall promptly provide a copy of any amendments to, or amended, Schedule A to the Grantors.

7. Trademark Prosecution.

7.1. Intentionally left blank.

7.2. Grantors' Duties, etc. Each Grantor shall have the right and the duty, through trademark counsel retained in accordance with the MLB Rules and Regulations, to prosecute any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter that it determines are necessary or appropriate to protect its interest in the Trademarks and that are material to such Grantor or its business, to preserve and maintain all rights in the Trademarks and Trademark Registrations that it determines are necessary or appropriate to protect its interest in the Trademarks and that are material to such Grantor 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. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. Subject to Section 7.6, unless reasonably required by any MLB Entity, such Grantor 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.

7.3. Grantors' Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain, as commercially reasonable, and reasonably 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. Any Grantor may require the Administrative Agent to join in such suit or action as necessary to assure such Grantor'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. Each Grantor 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, each Grantor shall take commercially reasonable actions (including institution and maintenance of suits, proceedings or actions) as may be necessary and appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks that are material to such Grantor or its business. No Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would materially adversely affect the validity, grant or enforcement of the Pledged Trademarks that are material to such Grantor or its business.

7.5. Notification by Grantors. Upon the request of the Administrative Agent, the Grantors 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 any Grantor'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 any Pledged Trademarks that are material to any Grantors or its business, the ability of such Grantor or the Administrative Agent to dispose of any of such 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 such Pledged Trademarks). Promptly following the receipt of such report, such Grantor shall deliver a copy thereof to the Administrative Agent.

7.6. Notwithstanding anything in this Section 7 to the contrary, each Grantor shall have the right to discontinue the use of any Pledged Trademarks, and the prosecution or maintenance of any Trademark Registrations related to such Pledged Trademarks, as may be required by law or that it determines are no longer necessary or appropriate or material to its business.

8. Remedies.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, subject to Section 22 hereof 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 Collateral Documents and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, 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 Grantors, 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 any Grantor 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 reasonable 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 18 of the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to such Grantor 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 each Grantor 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 Franchise (or management thereof) has been transferred in accordance with the MLB Rules and Regulations.

9. Collateral Protection.

If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be breached in any material respect, the Administrative Agent (for the benefit of the Secured Parties), in its own name or that of such Grantor (in the sole discretion of the Administrative Agent but with prior notice to such Grantor), may (but shall not be obligated to), after notice to such Grantor, to the extent permitted by the MLB Rules and Regulations, do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and such Grantor 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, each Grantor 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 such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Grantor'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 such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor 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 hereof. Each Grantor 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.

Each Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as 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 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 (other than inchoate and unasserted indemnification obligations which expressly survive as specified in the Credit Agreement) have been finally paid and satisfied in full in cash or cash collateralized and the Commitments have been terminated, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the request and at the expense of the Grantors, execute and deliver to the Grantors 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 Grantors 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 Grantors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been 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 Grantors 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 reasonable, out-of-pocket fees, costs and expenses, of whatever kind or nature, including the reasonable, out-of-pocket 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 Grantors.

15. Overdue Amounts.

Until paid, all amounts due and payable by the Grantors 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 GRANTORS' 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 GRANTORS, AND THE GRANTORS 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.

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 10.1 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 Grantors and only when all necessary MLB Approvals have been obtained in advance, except as provided in Section 6.2. For the avoidance of doubt, any amendment or waiver of this Trademark Agreement currently requires, at a minimum, MLB Approval from the BOC. 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.

19.1 THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA.

19.2 EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA AND OF THE BUSINESS CASE DIVISION OF THE FULTON COUNTY SUPERIOR COURT LOCATED IN ATLANTA, GEORGIA AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND

UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH DISTRICT COURT OR THE FULTON COUNTY SUPERIOR COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST SUCH GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

19.3 EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 20.2. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

19.4 EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.1 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

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 each Grantor 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. Each Grantor acknowledges receipt of a copy of this Trademark Agreement.

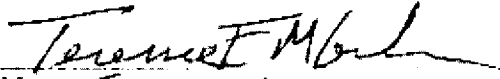
22. Major League Baseball Requirements.

It is understood and acknowledged that each Grantor's rights and obligations with respect to its Trademarks, and Trademark Registrations, Trademark Rights and Trademark License Rights are subject to the MLB Rules and Regulations, and that each Grantor'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 8.3 and Section 10.16 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 Franchise (including the Pledged Trademarks) unless it is also foreclosing on, or has foreclosed on, the Franchise and (iii) neither the Administrative Agent nor any other Secured Party may sell, transfer or otherwise dispose of any Collateral related to the Franchise (including the Pledged Trademarks) to any Person, other than any Person that owns or is acquiring the Franchise.


[Signature page follows]

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

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, INC.

By: 
Name: Terence McGinn
Title: CEO


BRAVES PRODUCTIONS, INC.

By: 
Name: Terence McGinn
Title: CEO

ATLANTA BRAVES, INC.

By: 
Name: Terence McGinn
Title: CEO

THE STADIUM CLUB, INC.

By: 
Name: MIKE HUNT
Title: PRESIDENT

SUNTRUST BANK, as Administrative Agent

By: 
Name: Michael Vegh
Title: Director

[SunTrust/Atlanta - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005338 FRAME: 0620

SCHEDULE A

Trademark Registrations With The PTO

See attached.

Client: Major League Baseball Properties, Inc.

Atlanta Braves - U.S. Federal Major League Trademark Portfolio as of July 1, 2014

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	ATLANTA BRAVES	73/747,202	8/19/88	1,561,774	10/24/89	REGISTERED

--Class 6--Metal novelty items, namely, key chains.

--Class 11--Flashlights.

--Class 16--Paper products and writing utensils, namely, pencils and printed programs.

--Class 25--Clothing, namely, T-shirts, sweatshirts, athletic shorts, 3/4 sleeve jerseys, and children's play suits.

United States	ATLANTA BRAVES	73/673,643	7/21/87	1,484,697	4/12/88	REGISTERED
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--Class 41--Entertainment services in the nature of rendering live baseball exhibitions.

United States	BEANEATERS	78/831,935	3/8/06	3,776,350	4/13/10	REGISTERED
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--Class 25--Clothing, namely, shirts, T-shirts.

United States	BOSTON BEES	78/832,027	3/8/06	3,765,504	3/23/10	REGISTERED
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--Class 25--Clothing, namely, shirts, T-shirts.

United States	BOSTON BRAVES	78/832,023	3/8/06	3,327,473	10/30/07	REGISTERED
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--Class 25--Clothing, namely, caps, hats, shirts, baseball uniforms, jerseys

United States	BOSTON DOVES	78/831,951	3/8/06	3,776,351	4/13/10	REGISTERED
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--Class 25--Clothing, namely, shirts, T-shirts.

United States	BRAVES (Stylized) 1958 Home Jersey	72/243,302	4/13/66	845,032	2/27/68	REGISTERED
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--Class 25--Jackets.

Client: Major League Baseball Properties, Inc.

Atlanta Braves - U.S. Federal Major League Trademark Portfolio as of July 1, 2014

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
United States	BRAVES (Stylized) 1972 Home Jersey	72/240,838	3/14/66	829,308	5/23/67	REGISTERED

--Class 41--Entertainment in the form of professional baseball games.

United States	BRAVES (Stylized) 1974 Home Jersey	78/736,927	10/20/05	3,382,989	2/12/08	REGISTERED
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--Class 14--jewelry, namely, bracelets, charms, earrings, rings, belly rings, necklaces, pendants, watches, costume jewelry, rubber or silicon wristbands in the nature of bracelets, medallions, ornamental metal pins, lapel pins, cuff links, metal belt buckles of precious metal, money clips of precious metal, key chains of precious metal, key rings of precious metal, clocks, wall clocks, alarm clock, and non-monetary coins of precious metal.

United States	BRAVES (Stylized) 1974 Home Jersey	73/747,200	8/19/88	1,562,115	10/24/89	REGISTERED
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--Class 16--Pens in shape of baseball bats.

--Class 18-- All-purpose gym bags.

--Class 21--Beverage containers, namely, drinking cups.

--Class 25--Clothing, namely, T-shirts, hats and shorts.

United States	Braves A (Stylized) 1972 Cap	73/775,526	1/19/89	1,576,468	1/9/90	REGISTERED
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--Class 25--Clothing, namely, caps.

United States	Braves A (Stylized) 1972 Cap	78/736,932	10/20/05	3,538,719	11/25/08	REGISTERED
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--Class 25--Clothing, namely, caps, hats, shirts, T-shirts, tank tops, pants, baseball uniforms, jerseys, sweatshirts, sleepwear, jackets, infant wear, wristbands, socks, hosiery, ties, footwear

Client: Major League Baseball Properties, Inc.

Atlanta Braves - U.S. Federal Major League Trademark Portfolio as of July 1, 2014

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
United States	Braves A (Stylized) 1981 Cap	73/747,112	8/19/88	1,560,470	10/17/89	REGISTERED

---Class 6--Metal novelty items, namely, key chains.

---Class 14--Watches, and jewelry, namely, battery helmet wristwatches and lapel pins.

United States	Braves A (Stylized) 1981 Cap	78/980,098	10/20/05	3,438,423	5/27/08	REGISTERED
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---Class 9--Electrical and scientific apparatus, namely, pre-recorded videotapes relating to baseball; cases for personal digital assistants, cell phone accessories, namely, cases and face plate covers; calculators; photographic cameras; decorative switch plate covers; sunglasses; decorative magnets; protective helmets, baseball batting helmets; video and computer game cartridges, video and computer game discs; computer accessories, namely, mouse pads, computer software, namely, computer game programs

United States	Braves A (Stylized) 1981 Cap	76/215,421	2/22/01	2,573,347	5/28/02	REGISTERED
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---Class 16--Paper goods and printed matter, namely, trading cards, posters, stickers, decals, temporary tattoos, bumper stickers, scorebooks, scorecards, printed baseball game programs, books featuring baseball, gift wrapping paper, pens, pencils

United States	Braves A (Stylized) 1981 Cap	78/736,925	10/20/05	4,298,515	3/5/13	REGISTERED
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---Class 18--Athletic bags, overnight bags, backpacks, duffel bags, tote bags, beach bags, knapsacks, attaché cases, briefcases, purses, handbags, wallets, billfolds, fanny packs, waist packs, cosmetic cases sold empty, toiletry cases sold empty, key cases, business card cases, luggage, luggage tags, suitcases, garment bags for travel, trunks for traveling, umbrellas, canes, dog collars and dog leashes

United States	Braves A (Stylized) 1981 Cap	73/375,837	7/21/82	1,253,034	10/4/83	REGISTERED
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---Class 25--Baseball caps.

Client: Major League Baseball Properties, Inc.

Atlanta Braves - U.S. Federal Major League Trademark Portfolio as of July 1, 2014

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
United States	Braves A (Stylized) 1981 Cap	76/215,422	2/22/01	2,542,804	2/26/02	REGISTERED

--Class 25--Clothing, namely, caps, hats, visors, headwear, shirts, T-shirts, tank tops, vests, shorts, dresses, baseball uniforms, jerseys, warm-up suits, sweatshirts, sweatpants, boxer shorts, sleepwear, jackets, infantwear, cloth diaper sets with undershirt and diaper cover, footwear, socks.

United States	Braves A (Stylized) 1981 Cap	78/736,926	10/20/05	3,366,815	1/8/08	REGISTERED
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--Class 28--and trucks, toy mobiles, jigsaw and manipulative puzzles, toy banks, toy figures, toy vehicles, dolls and doll accessories, bobbing head dolls, miniature baseball bats, mini batting helmet replicas, baseballs, playground balls, golf balls, golf club head covers, baseball bats, catcher's masks, costume masks; Christmas tree ornaments, excluding confectionery and illumination articles, and Christmas stockings

United States	Braves A (Stylized) 1981 Cap	76/141,692	10/5/00	2,657,980	12/10/02	REGISTERED
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--Class 41--Entertainment, education and information services, namely, baseball games, competitions and exhibitions rendered live, through broadcast media including television and radio and via a global computer network or a commercial on-line service; providing information in the field of sports, entertainment and related topics and providing for informational messages relating thereto; providing multi-user interactive computer games all via a global computer network or a commercial on-line service

United States	Braves A and Design 2003 Batting Practice Cap	78/749,017	11/8/05	4,298,516	3/5/13	REGISTERED
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--Class 25--Clothing, namely, caps, hats, visors, knitted headwear, headbands, bandannas, shirts, T-shirts, tank tops, sweaters, pullovers, shorts, pants, dresses, baseball uniforms, jerseys, sweatshirts, sweatpants, jackets, infant wear, rompers, creepers, ties, footwear

United States	Braves A and Design 2003 Batting Practice Cap	78/749,016	11/8/05	3,584,706	3/3/09	REGISTERED
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--Class 41--Entertainment services, namely, baseball games, competitions, tournaments and exhibitions rendered live and through broadcast media, namely, television, radio, satellite, wireless, audio and video media, telephone, fiber optics, wi-fi and other electronic media and via a global computer network or a commercial on-line service; information services, namely, providing information in the field of sports, entertainment and related topics, and providing for informational messages relating thereto

Client: Major League Baseball Properties, Inc.

Atlanta Braves - U.S. Federal Major League Trademark Portfolio as of July 1, 2014

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
United States	BRAVES and Design 1974 Primary	72/240,839	3/14/66	829,309	5/23/67	REGISTERED



--Class 41--Entertainment in the form of professional baseball games.

United States	BRAVES and Design 1987 Primary	73/747,113	8/19/88	1,596,052	5/15/90	REGISTERED
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--Class 6--Metal novelty items, namely, key chains

--Class 16--Paper goods and printed matter, namely, lenticular baseball cards, bumper stickers, baseball stickers and media guides, playing cards

--Class 20--Ornamental novelty items, namely, celluloid buttons

--Class 21--Beverage containers, namely, cups and mugs

--Class 24--Textile fabrics, namely, beach towels, golf towels and pennants

--Class 25 -- Clothing, namely, t-shirts, sweatshirts, jerseys, jackets, youth replica jerseys, collar shirts, 3/4 sleeve baseball shirts, baseball caps, shorts, toddler suits, muscle shirts, baby bibs, and children's play suits

--Class 26--Embroidered patches for clothing

--Class 28 -- Toys and sporting goods, namely, golf balls, stuffed animal toys, sports kids dolls, and baseballs

--Class 34--Smoker's articles, namely, cigarette lighters

United States	BRAVES and Design 1987 Primary	78/736,916	10/20/05	3,532,500	11/11/08	REGISTERED
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--Class 9--Electrical and scientific apparatus, namely, radios; pre-recorded audio discs relating to baseball; compact disc cases; cases for personal digital assistants; cell phones; cell phone accessories, namely, cases and face plate covers; calculators; photographic cameras; electric switch plate covers; luminous signs; neon signs; sunglasses; decorative magnets; protective helmets; video and computer game cartridges; video and computer game discs; video and computer game cassettes and video game controllers; computer accessories, namely, mouse pads; computer game programs

United States	BRAVES and Design 1987 Primary	78/736,918	10/20/05	3,382,988	2/12/08	REGISTERED
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--Class 14--Jewelry, namely, bracelets, charms, earrings, rings, belly rings, necklaces, pendants, watches, costume jewelry, rubber or silicon bracelets and wristbands in the nature of bracelets, medallions, ornamental metal pins, lapel pins, cuff links, metal belt buckles of precious metal, money clips of precious metal, key chains of precious metal, key rings of precious metal, clocks, wall clocks, alarm clock, and non-monetary coins of precious metal.

Client: Major League Baseball Properties, Inc.

Atlanta Braves - U.S. Federal Major League Trademark Portfolio as of July 1, 2014

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
United States	BRAVES and Design 1987 Primary	76/141,691	10/5/00	2,671,045	1/7/03	REGISTERED



---Class 41---Entertainment, education and information services, namely, baseball games, competitions and exhibitions rendered live, through broadcast media including television and radio and via a global computer network or a commercial on-line service; providing information in the field of sports, entertainment and related topics and providing for informational messages relating thereto; providing multi-user interactive computer games all via a global computer network or a commercial on-line service

United States	Braves ATLANTA and Design 1987 Road Jersey	73/747,199	8/19/88	1,562,208	10/24/89	REGISTERED
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---Class 21---Beverage containers, namely, cups and mugs.

---Class 25---Clothing, namely, T-shirts, jerseys, youth replica jerseys, sport shirts, baseball caps, all sold in promotion of applicant's baseball team.

United States	Braves ATLANTA and Design 1987 Road Jersey	78/749,015	11/8/05	3,478,049	7/29/08	REGISTERED
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---Class 41---Entertainment services, namely, baseball games, competitions, tournaments and exhibitions rendered live and through broadcast media, namely, television, radio, satellite, wireless, audio and video media, telephone, fiber optics, wi-fi and other electronic media and via a global computer network or a commercial on-line service; information services, namely, providing information in the field of sports, entertainment and related topics, and providing for informational messages relating thereto; entertainment services, namely, providing multi-user interactive non-downloadable computer games all via a global computer network or a commercial on-line service; educational services in the nature of baseball skills programs, baseball camps, clinics offered live; organizing community sporting events; providing facilities for sports tournaments and competitions relating to baseball; organizing and conducting fantasy sports, sports contests and sweepstakes; fan clubs; providing on-line newsletters in the field of baseball

United States	Braves Indian Design 1957 Sleeve	72/240,840	3/14/66	829,310	5/23/67	REGISTERED
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---Class 41---Entertainment in the form of professional baseball games.

United States	BRAVESVISION	78/641,508	6/1/05	3,090,297	5/9/06	REGISTERED
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---Class 38---Cable television broadcast services

United States	BRAVESVISION	78/641,496	6/1/05	3,138,398	9/5/06	REGISTERED
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---Class 41---Entertainment, namely, sports programming broadcast over television, audio and video media.

Client: Major League Baseball Properties, Inc.

Atlanta Braves - U.S. Federal Major League Trademark Portfolio as of July 1, 2014

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
United States	CHOP TALK	74/433,973	9/10/93	1,882,952	3/7/95	REGISTERED

--Class 16--Baseball magazine

United States	CHOPPER	85/282,363	3/31/11	4,095,656	2/7/12	REGISTERED
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--Class 41--Entertainment in the nature of baseball games

United States	CHOPTOBER	86/085,964	10/8/13			FILED
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--Class 25--Clothing, namely, shirts

United States	HOME OF THE BRAVES	77/455,392	4/23/08	3,764,026	3/23/10	REGISTERED
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--Class 41--Entertainment services, namely, baseball games, competitions, tournaments and exhibitions rendered live and through broadcast media including television, radio, satellite, wireless, audio and video media, telephone, fiber optics, wireless fidelity and other electronic media and via a global computer network or a commercial on-line service, mobile telephone or other electronic or digital communications network or device, information services, namely, providing information in the field of sports, entertainment and related topics, and providing for informational messages relating thereto, educational services in the nature of baseball skills programs, baseball camps, and clinics offered live, organizing community sporting events, live performances by costumed characters and performances featuring costumed or cartoon characters exhibited over television, satellite and video media, providing facilities for sports events, tournaments, competitions, exhibitions, and entertainment, including providing such events for public exhibition and television and radio broadcast and other media distribution, and providing other customary stadium services, namely, rental of stadium facilities and providing facilities for stadium tours and concerts; organizing and conducting sports contests and sweepstakes, fan clubs, festivals featuring a variety of sports and entertainment activities, entertainment services in the nature of displays of baseball, baseball games, baseball exhibitions and baseball history

United States	HOMER THE BRAVE	85/201,924	12/20/10	4,005,694	8/2/11	REGISTERED
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--Class 41--Entertainment services in the nature of live baseball exhibitions and baseball exhibitions rendered through television, satellite, video media and via a global computer network; live performances by costumed characters and performances featuring costumed characters exhibited over television, satellite, video media and via a global computer network

United States	IN CONTROL and Design	75/401,108	12/5/97	2,339,648	4/11/00	REGISTERED
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--Class 41--Entertainment services, namely, providing an interactive baseball game

United States	MILWAUKEE BRAVES	78/832,032	3/8/06	3,327,474	10/30/07	REGISTERED
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--Class 25--Clothing, namely, caps, hats, shirts, baseball uniforms, jerseys, jackets

Client: Major League Baseball Properties, Inc.

Atlanta Braves - U.S. Federal Major League Trademark Portfolio as of July 1, 2014

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	THROWING HEAT and Design	75/401,052	12/5/97	2,339,647	4/11/00	REGISTERED



-Class 41--Entertainment services, namely, providing an interactive baseball game

SCHEDULE B

None.