# OP \$40.00 6850188

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM814411

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Holly Springs Baseball Club, LLC		05/31/2023	Limited Liability Company: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6850188	HS

# **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 8004945225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 2013452 TM C		
NAME OF SUBMITTER:	Alexandria Montgomery	
IGNATURE: /Alexandria Montgomery/		
DATE SIGNED:	06/01/2023	

### **Total Attachments: 6**

source=C - Executed - Trademark Security Agreement - The Holly Springs Baseball Club, LLC#page1.tif source=C - Executed - Trademark Security Agreement - The Holly Springs Baseball Club, LLC#page2.tif source=C - Executed - Trademark Security Agreement - The Holly Springs Baseball Club, LLC#page3.tif

TRADEMARK REEL: 008089 FRAME: 0184 source=C - Executed - Trademark Security Agreement - The Holly Springs Baseball Club, LLC#page4.tif source=C - Executed - Trademark Security Agreement - The Holly Springs Baseball Club, LLC#page5.tif source=C - Executed - Trademark Security Agreement - The Holly Springs Baseball Club, LLC#page6.tif

TRADEMARK REEL: 008089 FRAME: 0185

### TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "<u>Agreement</u>") dated as of May 31, 2023 by and between The Holly Springs Baseball Club, LLC a North Carolina limited liability company (the "<u>Grantor</u>"), having its chief executive office at 2619 Western Boulevard, Raleigh, NC 27606, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "<u>Administrative Agent</u>"), with offices at 1525 West W.T. Harris Blvd., Charlotte, NC 28262, for the ratable benefit of the banks and other financial institutions (the "<u>Lenders</u>") from time to time parties to the Fourth Amended and Restated Credit Agreement, dated as the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") by and among Grantor, the other Borrowers signatory thereto (together with Grantor, the "Borrowers"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of the Fourth Amended and Restated Collateral Agreement dated as of the date hereof by and among the Borrowers and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on <u>Schedule B</u>;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on <u>Schedule A</u> or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on <u>Schedule B</u>, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
  - (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

TRADEMARK
REEL: 008089 FRAME: 0186

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

2

TRADEMARK REEL: 008089 FRAME: 0187

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

THE HOLLY SPRINGS BASEBALL CLUB, LLC, as Grantor

By: Capitol Broadcasting Company, Incorporated, Its Manager

By: Name: Daniel P. McGrath

Title: Vice President

## **ACKNOWLEDGMENT**

STATE OF North Carolina

COUNTY OF WAYE

I, tanela taune white, a Notary Public for said County and State, do hereby certify that Daniel P. McGrampersonally appeared before me this day and stated that (s)he is Vice President of Capitol Broadcasting Company, Incorporated, the Manager of The Holly Springs Baseball Club, LLC, and acknowledged, on behalf of The Holly Springs Baseball Club, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 3 day of Nay, 2023

Notary Public

My commission expires:

3-28-2026

PAMELA PAYNE WHITE NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires 3-28-2026

[Signature Pages Continue]

Signature Page to Trademark and Security Agreement (The Holly Springs Baseball Club, LLC)

Agreed and Accepted as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: Robert E. Hammersley, Jr.

Title: Director

**REEL: 008089 FRAME: 0189** 

# Schedule A to Trademark Security Agreement

# TRADEMARKS

Owner: Capitol Broadcasting Company, I	ncorporated		
Mark	Country / State		Reg. Number/ Reg. Date
HS Logo	US	90/874,194	6,850,188
		08/10/2021	09/20/2022

TRADEMARK REEL: 008089 FRAME: 0190

# Schedule B to Trademark Security Agreement

# TRADEMARK LICENSES

None.

TRADEMARK
REEL: 008089 FRAME: 0191

**RECORDED: 06/01/2023**