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Form PTO-1594  
(Rev. 03/01)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
Diamond Baseball Company, Inc.,  
a California corporation

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

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

2. Name and address of receiving party(ies)  
Name: California Bank & Trust  
Internal  
Address: \_\_\_\_\_  
Street Address: 550 S. Hope St., 3rd Floor  
City: Los Angeles State: CA Zip: 90071

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: June 29, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1234734, 2045819, 1910217,  
1929156, 1987786, 2184042

Additional number(s) attached  Yes  No

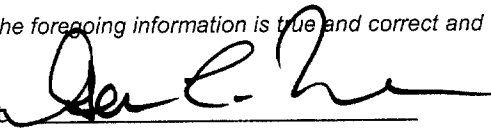
5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Catherine C. Rayer, Esq.  
Internal Address: \_\_\_\_\_  
Street Address: Clark & Trevithick  
800 Wilshire Blvd., 12th Floor  
City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 165.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
Gordon C. Nelson,  
V.P., California Bank & Trust  as of June 30, 2001  
Name of Person Signing      Signature      Date

07/11/2001 BBYRNE 00000084 1234734

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

01 FC:481  
02 FC:482

40.00  
125.00 OP

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

TRADEMARK  
REEL: 002327 FRAME: 0526

# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of June 30, 2001 is entered into by and between DIAMOND BASEBALL COMPANY, INC., a California corporation (the "Grantor") and CALIFORNIA BANK & TRUST (the "Secured Party").

WHEREAS, pursuant to that certain Commercial Security Agreement by and between the Grantor and Secured Party, dated March 1, 1999, as amended from time to time, along with all documents related thereto (collectively, the "Security Document"), the Secured Party required that it be granted a security interest in the Trademarks (as defined below), free and clear of all liens, mortgages, pledges, security interests or other encumbrances of any kind.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Security Document.

2. To secure the performance of all obligations set forth in the Security Document and the payment of all amounts due thereunder, including, without limitation, principal, interest or expenses (the "Secured Obligations"), Grantor hereby grants to the Secured Party a security interest in all right, title and interest of such Grantor in and to all United States trademarks more particularly described in Exhibit A attached hereto and incorporated herein (collectively, the "Trademarks") including without limitation:

(a) All good will of the business symbolized by and associated with the Trademarks; and

(b) All proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the United States.

3. Grantor covenants and warrants that:

(a) The Trademarks listed on Exhibit A are all duly registered and filed in the United States, and are owned by Grantor as of the date hereof; and

(b) The Grantor has used, and will continue to use for the duration of this Agreement the Trademarks in accordance with the uses listed in the registrations.

4. Until the occurrence of an event of default in connection with or under the Security Document, the Grantor shall have all of the rights and incidents of ownership of the Trademarks, including the right to license the Trademarks for the Grantor's own benefit.

5. After the occurrence and during the continuance of an event of default in connection with or under the Security Document, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Grantor. Notice of any sale or other disposition of the Trademarks shall be given to the Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition.

Notwithstanding anything contained implicitly or explicitly herein to the contrary, after the occurrence of an event of default in connection with or under the Security Document and upon Secured Party's exercise of any of its rights hereunder, the Secured Party automatically grants to Grantor a fully paid, royalty-free, perpetual, worldwide, exclusive license of the Trademarks for all purposes.

6. Grantor will faithfully preserve and protect the Secured Party's security interest in the Trademarks as a prior perfected security interest under the Uniform Commercial Code as in effect in the applicable jurisdiction, and will do all such other acts and things and will, upon request therefore by the Secured Party, execute, deliver, file and record all such other documents and instruments, including, without limitation, financing statements and powers of attorney with respect to the Trademarks, as the Secured Party in its reasonable discretion may deem necessary or advisable from time to time in order to attach, continue, preserve, perfect and protect said security interest.

7. At such time as all of the Secured Obligations shall have been paid in full, this Agreement shall terminate and Secured Party shall immediately execute and deliver such documents or instruments as shall be necessary or proper to release the security interest herein and confirm in Grantor full title to the Trademarks.

8. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Secured Party in connection with collection efforts undertaken hereunder and pursuant to the Security

Document and all other documents relating thereto and the consummation of all transactions related thereto, including but not limited to, 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 fees, encumbrances, the protection, maintenance or preservation of the Trademarks, or the defense or prosecution of any actions or proceedings arising out of or related to the Trademarks shall be borne and paid by the Grantor within fifteen (15) days of demand by the Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations.

9. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

11. This Agreement and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the State of California without giving effect to the principles of conflict of laws and including the laws regarding statute of limitations.

12. This Agreement may be signed in counterpart originals, each of which shall be deemed to be an original hereof, but all of which taken together shall constitute but one document.

13. All notices, demands, requests, approvals and other communication required or permitted hereunder shall be delivered to the parties in the same manner as set forth in the Security Document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.


“Grantor”:

DIAMOND BASEBALL COMPANY, INC.

By: Andrea Gordon  
Name: ANDREA GORDON  
Title: PRESIDENT

“Secured Party”:

CALIFORNIA BANK & TRUST

By:   
Name: Gordon Nelson  
Title: v. p.

**EXHIBIT A**

**LIST OF ISSUED UNITED STATES TRADEMARKS  
AS OF JUNE 30, 2001**

| <b>Trademark</b>                 | <b>Registration<br/>Date</b> | <b>Registration<br/>No:</b> | <b>Serial No.</b> | <b>Filing<br/>Date</b> |
|----------------------------------|------------------------------|-----------------------------|-------------------|------------------------|
| 1. <b>Diamond (&amp; design)</b> | 4/12/83                      | 1234734                     | 73221274          | 6/26/79                |
| 2. <b>Diamond</b>                | 3/18/97                      | 2045819                     | 75070004          | 3/11/96                |
| 3. <b>White (&amp; design)</b>   | 8/8/95                       | 1910217                     | 74491587          | 2/17/94                |
| 4. <b>Red (&amp; design)</b>     | 10/24/95                     | 1929156                     | 74491585          | 2/17/94                |
| 5. <b>Black Diamond</b>          | 7/23/96                      | 1987786                     | 74179453          | 7/21/91                |
| 6. <b>Flyer</b>                  | 8/25/98                      | 2184042                     | 75336440          | 8/15/97                |