

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY INTEREST |
|-----------------------|-------------------|

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|--------------------------|----------|----------------|-------------------------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| St. Louis Cardinals, LLC | | 12/19/2003 | limited liability company: MISSOURI |

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| RECEIVING PARTY DATA | |
| Name: | The Provident Bank, as Agent |
| Street Address: | One East Fourth Street |
| City: | Cincinnati |
| State/Country: | OHIO |
| Postal Code: | 45202 |
| Entity Type: | CORPORATION: OHIO |

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| PROPERTY NUMBERS Total: 25 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2778410 | CARDINALS |
| Registration Number: | 2565213 | CARDINALS |
| Registration Number: | 2563494 | CARDINALS |
| Registration Number: | 2641836 | CARDINALS |
| Registration Number: | 2565162 | STL |
| Registration Number: | 2597277 | CARDINALS |
| Registration Number: | 2619845 | STL |
| Registration Number: | 1646801 | CARDINALS |
| Registration Number: | 1613969 | CARDINALS |
| Registration Number: | 1560783 | STL |
| Registration Number: | 1566743 | CARDINALS |
| Registration Number: | 1561782 | ST. LOUIS CARDINALS |
| Registration Number: | 1561781 | |
| Registration Number: | 1566742 | ST. LOUIS CARDINALS |

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|----------------------|---------|---------------------|
| Registration Number: | 1550274 | |
| Registration Number: | 1290475 | ST. LOUIS CARDINALS |
| Registration Number: | 1319374 | REDBIRDS |
| Registration Number: | 1318609 | REDBIRDS |
| Registration Number: | 1214917 | STL |
| Registration Number: | 1152691 | FREDBIRD |
| Registration Number: | 1161375 | CARDINALS SL |
| Registration Number: | 1029880 | |
| Registration Number: | 843040 | |
| Registration Number: | 843039 | |
| Registration Number: | 841051 | CARDINALS |

CORRESPONDENCE DATA

Fax Number: (513)579-6457
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-579-6959
Email: phogan@kmlaw.com
Correspondent Name: Patricia B. Hogan/KMK
Address Line 1: One East Fourth Street
Address Line 2: 1400 Provident Tower
Address Line 4: Cincinnati, OHIO 45202

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|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | PR6700FI0809 |
| NAME OF SUBMITTER: | Patricia B. Hogan |

Total Attachments: 5
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SECURITY AGREEMENT-TRADEMARKS

This SECURITY AGREEMENT – TRADEMARKS (“Agreement”) dated as of December 23, 2003, by and between ST. LOUIS CARDINALS, LLC, a Missouri limited liability company, having its principal place of business at 250 Stadium Plaza, St. Louis, Missouri 63102 (“Debtor”) and THE PROVIDENT BANK, an Ohio banking corporation, having its principal place of business at One East Fourth Street, Cincinnati, Ohio 45202, as Agent for the Lenders (as such terms are hereinafter defined) (in such capacity, together with its successors in such capacity, “Secured Party”).

WITNESSETH:

WHEREAS, Debtor has acquired, adopted and used, and is using, the trademarks listed on Schedule 1 attached hereto and made a part hereof (the “Trademarks”);

WHEREAS, Debtor and Secured Party have entered into a Credit Agreement dated as of December 23, 2003 (as such agreement may be amended, modified or supplemented from time to time, the “Credit Agreement”) among Debtor, as Borrower, and Gateway Stadium, L.L.C., a Missouri limited liability company (“Stadium LLC”), Palm Beach Cardinals, LLC, a Florida limited liability company (“Palm Beach Cardinals”), Gateway Parking, L.L.C., a Missouri limited liability company (“Gateway”) and SLC Holdings, L.L.C., a Missouri limited liability company (“SLC”), (Stadium LLC, Gateway, Palm Beach Cardinals and SLC, the “Guarantors”), the Lenders party thereto, and Secured Party, as Agent; and

WHEREAS, pursuant to that certain Security Agreement of even date herewith by and among the Debtor, the Guarantors, and Secured Party, Secured Party has acquired security interests in the Trademarks and the applications therefore or registrations thereof for the benefit of the Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby confirm the grant and conveyance of a security interest to Secured Party in all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in the registrations thereof or applications for registration thereof to secure the prompt payment, performance and observance of the Obligations (as defined in the Credit Agreement). The security interest in the Trademarks created by this Agreement is not to be construed as a present assignment of any of the Trademarks.

Debtor further covenants and warrants to Secured Party:

(a) that Debtor is the sole and exclusive owner of the Trademarks and all rights comprised in the Trademarks and has the full authority to enter into this Agreement;

(b) that the Trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such Liens as have been released on or before the date hereof, and are in all aspects free and clear of any Liens other than Permitted Liens;

(c) that, to the knowledge of Debtor, there are currently no adverse claims challenging the validity of the Trademarks which would impair Secured Party's rights hereunder;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder, except as provided for in that certain Amended and Restated Agency Agreement dated effective as of November 1, 2003 by and among Major League Baseball Properties, Inc. and the various Major League Professional Baseball Clubs parties thereto, and the MLB Governing Documents;

(e) that upon an Event of Default under the Credit Agreement, Debtor shall take such actions and execute such documents as are necessary or desirable to create an assignment of the Trademarks, together with the goodwill of the business symbolized by such Trademarks, and in the registrations thereof or applications for registration thereof (such agreement to enter into further assignment being the essence of this Agreement).

THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

[Remainder of page intentionally left blank. Signatures to follow.]

SCHEDULE 1
TO
SECURITY AGREEMENT – TRADEMARKS
TRADEMARKS

| <u>Loan Party's Name</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Mark</u> |
|--------------------------|-------------------------|--------------------------|--|
| St. Louis Cardinals, LLC | 2,778,410 | 10/28/03 | CARDINALS (and Design) |
| St. Louis Cardinals, LLC | 2,565,213 | 04/30/02 | CARDINALS (and Design) |
| St. Louis Cardinals, LLC | 2,563,494 | 04/23/02 | CARDINALS (and Design) |
| St. Louis Cardinals, LLC | 2,641,836 | 10/29/02 | CARDINALS (and Design) |
| St. Louis Cardinals, LLC | 2,565,162 | 04/30/02 | STL (Stylized) |
| St. Louis Cardinals, LLC | 2,597,277 | 07/23/02 | CARDINALS (and Design) |
| St. Louis Cardinals, LLC | 2,619,845 | 09/17/02 | STL (Stylized) |
| St. Louis Cardinals, LLC | 1,646,801 | 06/04/91 | CARDINALS |
| St. Louis Cardinals, LLC | 1,613,969 | 09/18/90 | CARDINALS and Design |
| St. Louis Cardinals, LLC | 1,560,783 | 10/17/89 | STL Stylized Letters |
| St. Louis Cardinals, LLC | 1,566,743 | 11/21/89 | CARDINALS and Design |
| St. Louis Cardinals, LLC | 1,561,782 | 10/24/89 | ST. LOUIS CARDINALS (stylized letters) |
| St. Louis Cardinals, LLC | 1,561,781 | 10/24/89 | Design Only – Cardinal with Bat |
| St. Louis Cardinals, LLC | 1,566,742 | 11/21/89 | ST. LOUIS CARDINALS and Design |

| <u>Loan Party's Name</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Mark</u> |
|--------------------------|-------------------------|--------------------------|---------------------------------|
| St. Louis Cardinals, LLC | 1,550,274 | 08/01/89 | Design Only – Cardinals |
| St. Louis Cardinals, LLC | 1,290,475 | 08/14/84 | ST. LOUIS CARDINALS and Design |
| St. Louis Cardinals, LLC | 1,319,374 | 02/12/84 | REDBIRDS and Design |
| St. Louis Cardinals, LLC | 1,318,609 | 02/05/85 | REDBIRDS and Design |
| St. Louis Cardinals, LLC | 1,214,917 | 11/02/82 | STL Stylized Letters |
| St. Louis Cardinals, LLC | 1,152,691 | 04/28/81 | FREDBIRD |
| St. Louis Cardinals, LLC | 1,161,375 | 07/14/81 | CARDINALS STL and Design |
| St. Louis Cardinals, LLC | 1,029,880 | 08/21/84 | Design Only – Cardinal on Bat |
| St. Louis Cardinals, LLC | 843,040 | 01/23/68 | Design Only – Cardinal with Bat |
| St. Louis Cardinals, LLC | 843,039 | 01/23/68 | Design Only – Cardinals on Bat |
| St. Louis Cardinals, LLC | 841,051 | 12/19/67 | Cardinals |