

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sterling Mets, L.P.		06/03/2010	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	277 Park Ave.; 22nd Floor
Internal Address:	Attn: Thomas J. Cox (fax: 646-534-0696)
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	3024026	AMAZIN'
Registration Number:	3023987	AMAZIN'
Registration Number:	2960024	AMAZIN'
Registration Number:	3023986	AMAZIN'
Registration Number:	3095957	AMAZIN' METS
Registration Number:	2955240	AMAZIN' METS
Registration Number:	2955239	AMAZIN' METS
Registration Number:	3121075	AMAZIN' METS
Registration Number:	1904718	BINGHAMTON METS
Registration Number:	1905619	BINGHAMTON METS
Registration Number:	1636881	METS
Registration Number:	1549812	METS
Registration Number:	3299446	METS

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Registration Number:	3442471	METS
Registration Number:	1528814	METS
Registration Number:	3299444	METS
Registration Number:	2500406	METS
Registration Number:	1571564	NY
Registration Number:	1261773	NY
Registration Number:	2514958	NY
Registration Number:	3442469	NY
Registration Number:	3320563	NY
Registration Number:	3442470	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: (212)969-2900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 969-3000  
Email: trademark@proskauer.com  
Correspondent Name: Jenifer deWolf Paine  
Address Line 1: Proskauer Rose LLP  
Address Line 2: 1585 Broadway  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40869-006
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	06/08/2010

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of June 3, 2010, 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 a Guarantee and Collateral Agreement, dated as of June 3, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), 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 Guarantee 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.

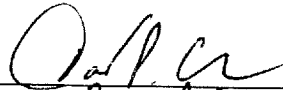
**SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF**

**RELATING TO CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW (OR ANY SUCCESSOR PROVISION THERETO))).**

*[remainder of page intentionally left blank]*

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.

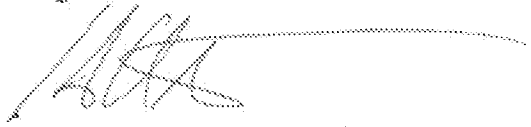
**STERLING METS, L.P.,**  
as Pledgor

By:   
Name: *David P. Cohen*  
Title: *EVP*

Accepted and Agreed:

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

By: \_\_\_\_\_

  
Name: Philip A. Mousin  
Title: Senior Vice President

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

*[see attached]*



**TRADEMARK/TRADE NAMES OWNED BY THE PLEDGOR**

*U.S. and State Trademark Registrations*

<b>United States</b>						
<u>Mark</u>	<u>Classes</u>	<u>Appt. #</u>	<u>Appt. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
AMAZIN'	09	76/350,117	12/181/2001	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	09	76/350,116	12/18/2001	3,095,957	5/23/2006	REGISTERED
AMAZIN' METS	25	76/192,513	1/11/2001	2,955,240	5/24/2005	REGISTERED
AMAZIN' METS	28	76/192,504	1/11/2001	2,955,239	5/24/2005	REGISTERED
AMAZIN' METS	41	76/192,720	1/11/2001	3,121,075	7/25/2006	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	06, 11, 14, 16, 20, 21,24,25,34	73/744,467	8/5/1988	1,549,812	8/1/1989	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	28	78/737,376	10/20/2005	3,442,471	6/3/2008	REGISTERED
METS (Stylized) 1995 Home Jersey	41	73/677,174	8/7/1987	1,528,814	3/7/1989	REGISTERED
METS and Design 1999 Primary	09	78/737,335	10/20/2005	3,299,444	9/25/2007	REGISTERED

<b>United States</b>						
<u>Mark</u>	<u>Classes</u>	<u>Appt. #</u>	<u>Appt. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
METS and Design 1999 Primary	25	76/169,459	1/21/2000	2,500,406	10/23/2001	REGISTERED
Mets NY (Stylized) 1983 Cap	06, 14, 16, 24, 28	73/744,369	8/5/1988	1,571,564	12/19/1989	REGISTERED
Mets NY-(Stylized) 1983 Cap	25	73/283,759	10/28/1980	1,261,773	12/20/1983	REGISTERED
Mets NY-(Stylized) 1983 Cap	25	76/169,458	11/21/2000	2,514,958	12/4/2001	REGISTERED
Mets NY (Stylized) XXXX Cap	09	78/737,337	10/20/2005	3,442,469	6/3/2008	REGISTERED
Mets NY (Stylized) XXXX Cap	14	78/737,366	10/20/2005	3,320,563	10/23/2007	REGISTERED
Mets NY (Stylized) XXXX Cap	18	78/737,368	10/20/2005	3,442,470	6/3/2008	REGISTERED
Mets STL and Design 2001 Cap	25	78/093,801	11/16/2001	2,700,384	3/25/2003	REGISTERED
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

<b>California</b>						
<u>Mark</u>	<u>Classes</u>	<u>Appt. #</u>	<u>Appt. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>

<b>California</b>						
<u>Mark</u>	<u>Classes</u>	<u>Appt. #</u>	<u>Appt. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
NY METS and Design 1962 Primary	39			094541	8/9/1991	REGISTERED

<b>New York</b>						
<u>Mark</u>	<u>Classes</u>	<u>Appt. #</u>	<u>Appt. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
METS	16	None Assigned	10/5/2000	R29570	10/5/2000	REGISTERED
METS (Stylized) 1995 Home Jersey	16	None Assigned	10/5/2000	R29571	10/5/2000	REGISTERED
METS (Stylized) 1995 Home Jersey	25	None Assigned	10/11/1999	R31561 former R29294	10/12/1999	REGISTERED
METS and Design 1999 Primary	16	None Assigned	10/5/2000	R29572	10/5/2000	REGISTERED
Mets NEW YORK (Stylized) 1995 Road Jersey	25			R30916	10/4/2006	REGISTERED
Mets NY (Stylized) 1983 Cap	16	None Assigned	10/5/2000	R29569	10/5/2000	REGISTERED
Mets NY (Stylized) 1983 Cap	25	None Assigned	10/12/1999	R31565 former R29286	10//12/1999	REGISTERED
NY METS and Design 1962 Primary	25			R31563 former R29287	10/12/1999	REGISTERED
YA' GOTTA BELIEVE	25	None Assigned	10/05/2000	R29568	10/05/2000	REGISTERED

<b>South Carolina</b>						
<u>Mark</u>	<u>Classes</u>	<u>Appt. #</u>	<u>Appt. 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