

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rangers Baseball LLC		08/21/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	8 Greenway Plaza, #1100
City:	Houston
State/Country:	TEXAS
Postal Code:	77046
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1620794	RANGERS
Registration Number:	3703861	RANGERS
Registration Number:	2606798	RANGERS
Registration Number:	3680400	RANGERS BALLPARK IN ARLINGTON
Registration Number:	3623756	RANGERS BALLPARK IN ARLINGTON
Registration Number:	3803582	RANGERS BALLPARK IN ARLINGTON
Registration Number:	4188756	
Registration Number:	4192663	
Registration Number:	1838549	T
Registration Number:	1281505	T
Registration Number:	1291200	T
Registration Number:	3357405	T
Registration Number:	3295147	T
Registration Number:	1936820	T
Registration Number:	3295146	T
Registration Number:	2577703	T
Registration Number:	1862567	TEXAS
Registration Number:	3957167	TEXAS
Registration Number:	1216139	TR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1608247	TEXAS RANGERS
Registration Number:	1481113	TEXAS RANGERS
Registration Number:	3649095	TEXAS RANGERS BASEBALL CLUB
Registration Number:	3295157	T TEXAS RANGERS
Registration Number:	3320503	T TEXAS RANGERS
Registration Number:	3295156	T TEXAS RANGERS
Registration Number:	3769340	T TEXAS RANGERS
Registration Number:	3295155	T TEXAS RANGERS
Registration Number:	3295154	T TEXAS RANGERS
Registration Number:	2168739	THE BALLPARK IN ARLINGTON

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: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010638-0006
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	08/25/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of August 21, 2017, is made by Rangers Baseball LLC, a Delaware limited liability company (the "Pledgor"), in favor of U.S. Bank National Association, as collateral agent (in such capacity, the "Collateral Agent") for each of the Secured Parties (as defined in the Collateral Agency Agreement referenced below).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement dated as of the date hereof (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;

WHEREAS, the Pledgor is party to a Collateral Agency and Intercreditor Agreement dated as of the date hereof, by and among the Pledgor, Rangers Stadium Company LLC, a Delaware limited liability company, SunTrust Bank, as administrative agent (the "Administrative Agent"), and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement");

NOW, THEREFORE, in consideration of the foregoing premises, to induce the Secured Parties (as defined in the Collateral Agency Agreement) to enter into the Secured Debt Documents (as defined in the Collateral Agency Agreement), 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. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the respective meanings ascribed to them in the Collateral Agency Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment, or performance, and satisfaction of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest, whether now owned or at any time hereafter acquired by the Pledgor or that the Pledgor now has or at any time in the future may acquire, to and under all the following Collateral of the Pledgor (collectively, the "Trademark Collateral");

- (a) trademarks of such Pledgor listed on Schedule I 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 and the other Secured Parties 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 hereby 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 24 of the Security Agreement is hereby incorporated by reference herein as if fully set forth herein.

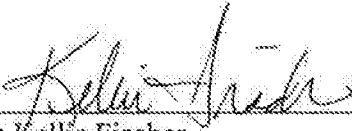
SECTION 5. Major League Baseball Requirements. Section 30 of the Security Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL 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. Signature pages follow.]

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.

RANGERS BASEBALL LLC

By: 
Name: Kellie Fischer
Title: Executive VP & Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006138 FRAME: 0603

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity, but solely as
Collateral Agent

By: 
Name: Mauri J. Cowen
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Registration No.	Registration Date	Status
RANGERS (Stylized) 1984 Home Jersey	1,620,794	11/6/90	REGISTERED
RANGERS and Design 1996 Secondary	3,703,861	11/3/09	REGISTERED
RANGERS and Design 1996 Secondary	2,606,798	8/13/02	REGISTERED
RANGERS BALLPARK IN ARLINGTON	3,680,400	9/8/09	REGISTERED
RANGERS BALLPARK IN ARLINGTON	3,623,756	5/19/09	REGISTERED
RANGERS BALLPARK IN ARLINGTON	3,803,582	6/15/10	REGISTERED
Rangers Deer Head Design 2010	4,188,756	8/14/12	REGISTERED
Rangers Hand Design 2010	4,192,663	8/21/12	REGISTERED
Rangers T (Stylized) 1972 Cap	1,838,549	6/7/94	REGISTERED
Rangers T (Stylized) 1972 Cap	1,281,505	6/12/84	REGISTERED
Rangers T (Stylized) 1972 Cap	1,291,200	8/21/84	REGISTERED
Rangers T (Stylized) 1996 Cap	3,357,405	12/18/07	REGISTERED
Rangers T (Stylized) 1996 Cap	3,295,147	9/18/07	REGISTERED
Rangers T (Stylized) 1996 Cap	1,936,820	11/21/95	REGISTERED
Rangers T (Stylized) 1996 Cap	3,295,146	9/18/07	REGISTERED
Rangers T (Stylized) 1996 Cap	2,577,703	6/11/02	REGISTERED
Rangers TEXAS (Stylized) 1984 Road Jersey	1,862,567	11/15/94	REGISTERED
Rangers TEXAS (Stylized) 1996 Road Jersey	3,957,167	5/10/11	REGISTERED
Rangers TR and Design 1983 Secondary	1,216,139	11/9/82	REGISTERED
TEXAS RANGERS	1,608,247	7/31/90	REGISTERED
TEXAS RANGERS	1,481,113	3/15/88	REGISTERED
TEXAS RANGERS BASEBALL CLUB Design 1996 Primary	3,649,095	7/7/09	REGISTERED
TEXAS RANGERS T and Design 2003 Primary	3,295,157	9/18/07	REGISTERED
TEXAS RANGERS T and Design 2003 Primary	3,320,503	10/23/07	REGISTERED
TEXAS RANGERS T and Design 2003 Primary	3,295,156	9/18/07	REGISTERED

TEXAS RANGERS T and Design 2003 Primary	3,769,340	3/30/10	REGISTERED
TEXAS RANGERS T and Design 2003 Primary	3,295,155	9/18/07	REGISTERED
TEXAS RANGERS T and Design 2003 Primary	3,295,154	9/18/07	REGISTERED
THE BALLPARK IN ARLINGTON	2,168,739	6/30/98	REGISTERED

U.S. Trademark Applications

None.

Other Trademark Registrations

Mark	Registration No.	Registration Date	Status
COLORADO			
RANGERS	20101586867	10/25/10	REGISTERED
Rangers Deer Head Design 2010	20101586752	10/25/10	REGISTERED
Rangers Hand Design 2010	20101586826	10/25/10	REGISTERED
TEXAS			
RANGERS (Stylized) 1984 Home Jersey	801661487	9/27/12	REGISTERED
Rangers Deer Head Design 2010	801320684	11/29/10	REGISTERED
Rangers Hand Design 2010	801320673	12/1/10	REGISTERED
TEXAS RANGERS and Design 1972 Primary	801321175	9/21/10	REGISTERED
THE DIAMOND CLUB	5373117	6/20/94	REGISTERED

Other Trademark Applications

None.