

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interests in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sterling Mets, L.P.		11/06/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	390 Madison Avenue, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	6020154	LGM
Registration Number:	5247391	LGM
Registration Number:	3943687	NEW YORK
Registration Number:	3442471	METS
Registration Number:	3442470	NY
Registration Number:	3442469	NY
Registration Number:	3299446	METS
Registration Number:	3320563	NY
Registration Number:	3299444	METS
Registration Number:	2700384	STL
Registration Number:	3828959	METS
Registration Number:	3023987	AMAZIN'
Registration Number:	3121075	AMAZIN' METS
Registration Number:	2955240	AMAZIN' METS
Registration Number:	2955239	AMAZIN' METS
Registration Number:	2960024	AMAZIN'
Registration Number:	3023986	AMAZIN'
Registration Number:	2500406	METS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2514958	NY
Registration Number:	1905619	BINGHAMTON METS
Registration Number:	1904718	BINGHAMTON METS
Registration Number:	1636881	METS
Registration Number:	1549812	METS
Registration Number:	1571564	NY
Registration Number:	1530538	NY METS
Registration Number:	1528814	METS
Registration Number:	1528813	NEW YORK METS
Registration Number:	1030014	METS
Registration Number:	1261773	NY
Registration Number:	0826564	NY METS

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Thomas Heiser, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Thomas Heiser
SIGNATURE:	/Thomas Heiser/
DATE SIGNED:	11/06/2020

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

November 6, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, STERLING METS, L.P., a Delaware limited partnership, acting through its general partner, SMLP New GP, LLC, a Delaware limited liability company (the “Grantor”), with its principal offices at Citi Field, Flushing, New York, 11368, hereby grants to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association with its principal office at 390 Madison Avenue, 27th Floor, New York, New York 10017, as Administrative Agent (the “Grantee”), a continuing security interest in and lien upon the following (except as may be considered Excluded Assets): (i) all of the Grantor’s right, title and interest in, to and under to the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in the Guarantee and Collateral Agreement by and among the Grantor, the Grantee and the other parties thereto, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Trademarks are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Notwithstanding anything herein to the contrary, (i) the parties hereto hereby acknowledge and agree that (a) this Grant of Security Interest in Trademarks is subject to the terms of the Credit Agreement

(including Sections 8.2 and 10.20 thereof) and (b) MLB shall be entitled to enforce the provisions of this paragraph directly against any party hereto (or their successors and permitted assigns), (ii) neither the Administrative Agent nor any other Secured Party may foreclose upon any Collateral related to the Franchise unless it is also foreclosing on, or has foreclosed on, the Franchise and (iii) neither the Administrative Agent nor any other Secured Party may sell, transfer or otherwise dispose of any Collateral related to the Franchise to any Person, other than any Person that owns or is acquiring the Franchise.

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

STERLING METS, L.P., as Grantor

By: SMLP New GP, LLC, its general partner

By:



Name: David P. Cohen

Title: President, Secretary and Treasurer

[Project Blue --- Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007098 FRAME: 0009

GRANTEE:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: B. Kantarian
Name: Brian Kantarian
Title: Executive Director

SCHEDULE A

United States Federal Trademark Registrations

Mark	Classes	App. #	App. Date	Reg. #	Reg. Date	Status
LGM	IC 041. US 100 101 107	88293894	2/8/2019	6020154	3/24/2020	LIVE
LGM	IC 025. US 022 039	87001979	4/15/2016	5247391	7/18/2017	LIVE
NEW YORK	IC 025. US 022 039	85099861	8/4/2010	3943687	4/12/2011	LIVE
METS	IC 028. US 022 023 038 050	78737376	10/20/2005	3442471	6/3/2008	LIVE
NY	IC 018. US 001 002 003 022 041	78737368	10/20/2005	3442470	6/3/2008	LIVE
NY	IC 009. US 021 023 026 036 038	78737337	10/20/2005	3442469	6/3/2008	LIVE
METS	IC 014. US 002 027 028 050	78737370	10/20/2005	3299446	9/25/2007	LIVE
NY	IC 014. US 002 027 028 050	78737366	10/20/2005	3320563	10/23/2007	LIVE
METS	IC 009. US 021 023 026 036 038	78737335	10/20/2005	3299444	9/25/2007	LIVE
STL	IC 025. US 022 039	78093801	11/16/2001	2700384	3/25/2003	LIVE
METS	IC 025. US 022 039	77580119	9/26/2008	3828959	8/3/2010	LIVE
AMAZIN'	IC 025. US 022 039	76192502	1/11/2001	3023987	12/6/2005	LIVE
AMAZIN' METS	IC 041. US 100 101 107	76192720	1/11/2001	3121075	7/25/2006	LIVE
AMAZIN' METS	IC 025. US 022 039	76192513	1/11/2001	2955240	5/24/2005	LIVE
AMAZIN' METS	IC 028. US 022 023 038 050	76192504	1/11/2001	2955239	5/24/2005	LIVE
AMAZIN'	IC 028. US 022 023 038 050	76192501	1/11/2001	2960024	6/7/2005	LIVE
AMAZIN'	IC 041. US 100 101 107	76192500	1/11/2001	3023986	12/6/2005	LIVE
METS	IC 025. US 022 039	76169459	11/21/2000	2500406	10/23/2001	LIVE
NY	IC 025. US 022 039	76169458	11/21/2000	2514958	12/4/2001	LIVE
BINGHAMTON METS	IC 016. US 002 005 022 023 029 037 038	74531415	5/31/1994	1905619	7/18/1995	LIVE
BINGHAMTON METS	IC 041. US 107	74531414	5/31/1994	1904718	7/11/1995	LIVE
METS	IC 016. US 002 005 022 023 029 037 038 050; IC 025. US 022 039	74009720	12/11/1989	1636881	3/5/1991	LIVE
METS	IC 006. US 013 025; IC 014. US 027 028; IC 016. US 002 005 022 023 029 037 038 050; IC 020. US 030; IC 021. US 002 030; IC 024. US 042 050; IC 025. US 039; IC 034. US 008	73744467	8/5/1988	1549812	8/1/1989	LIVE
NY	IC 006. US 013 025; IC 014. US 027 028	73744369	8/5/1988	1571564	12/19/1989	LIVE
NY METS	IC 006. US 013 025; IC 014. US 027 028; IC 016. US 002 005 022 023 029 037 038 050; IC 024. US 042 050; IC 028. US 022	73744466	8/5/1988	1530538	3/21/1989	LIVE
METS	IC 041. US 107	73677174	8/7/1987	1528814	3/7/1989	LIVE
NEW YORK METS	IC 041. US 107	73677145	8/7/1987	1528813	3/7/1989	LIVE
METS	IC 014. US 028; IC 016. US 038; IC 018. US 003; IC 020. US 002 013 022 025 032 050; IC 021. US 002 013 023 029 030 033 040 050; IC 024. US 042; IC 025. US 022 039; IC 026. US 037 039 040 042 050; IC 028. US 022; IC 034. US 008	73010580	1/10/1974	1030014	1/13/1976	LIVE
NY	IC 025. US 039	73283759	10/28/1980	1261773	12/20/1983	LIVE
NY METS	IC 041. US 107	72240938	3/14/1966	826564	3/28/1967	LIVE