

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Washington Nationals Baseball Club, LLC		08/06/2021	Limited Liability Company: D.C.
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association		
Street Address:	390 Madison Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6277673	NATIONALS	
Registration Number:	6277672	NATIONALS	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>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.</i>			
Phone:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009-0003		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	08/09/2021		
Total Attachments: 5			
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MEMORANDUM OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS MEMORANDUM OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“Trademark Memorandum”) dated as of August 6, 2021, is made by WASHINGTON NATIONALS BASEBALL CLUB, LLC, a District of Columbia limited liability company (the “Grantor”), in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the “Administrative Agent”) for each of the Secured Parties under the Security Agreement referred to below.

WHEREAS, the Grantor has entered into the Amended and Restated Credit Agreement dated as of January 11, 2017 (as amended, restated, modified, supplemented and/or extended from time to time, the “Credit Agreement”) with the Administrative Agent, the Swingline Lender, the L/C Issuer and the lenders from time to time party thereto (the “Lenders”);

WHEREAS, the Grantor has executed and delivered to the Administrative Agent the Amended and Restated Security Agreement dated as of January 11, 2017 (as amended, restated, modified, supplemented and/or extended from time to time, the “Security Agreement”) by and among, among others, the Grantor and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Grantor’s existing property and assets (the “Collateral”);

WHEREAS, the Grantor has executed and delivered to the Administrative Agent the Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of January 11, 2017 (as amended, restated, modified, supplemented and/or extended from time to time, the “Trademark Agreement”; capitalized terms used herein but not defined shall have the meanings ascribed to them in the Trademark Agreement or the Security Agreement, as applicable), pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Pledged Trademarks, including, without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto; and

WHEREAS, this Trademark Memorandum is supplemental to the provisions contained in the Security Agreement and the Trademark Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to provide other Credit Extensions under the Credit Agreement, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, and notice is hereby given that the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Pledged Trademarks listed on Schedule A hereto in accordance with the terms of the Security Agreement and the Trademark Security Agreement.

Subject to the consent of Major League Baseball Properties, Inc., the Grantor hereby further authorizes the Administrative Agent (a) to modify this Trademark Memorandum, without the necessity of the Grantor’s further approval or signature, by updating Schedule A hereto to include any other material Trademarks, Trademark Registrations or Trademark Rights, and (b) to take such further actions as may be reasonably necessary or appropriate to obtain and perfect the Administrative Agent’s security interest in any such right, title or interest of the Grantor (including but not limited to recording any such amended Trademark Memorandum with the United States Patent and Trademark Office).

Notwithstanding anything herein to the contrary, (i) the parties hereto hereby acknowledge and agree that (a) this Trademark Memorandum is subject to the terms of the Credit Agreement (including


Sections 9.04 and Section 11.20 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Memorandum to be executed as of the date first above written.

GRANTOR:

**WASHINGTON NATIONALS BASEBALL
CLUB, LLC,**
a District of Columbia limited liability company

By: 
Name: Edward L. Cohen
Title: Vice Chairman, Treasurer and Secretary

[Signature Page to Trademark Memorandum]

**TRADEMARK
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ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent

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

[Signature Page to Trademark Memorandum]

TRADEMARK
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SCHEDULE A

TRADEMARKS

Trademarks Registered with United States Patent and Trademark Office

Trademark	Class	Application No.	Application Date	Registration No	Registration Date	Status
NATIONALS	14	90/064,430	Jul 21 2020	6,277,673	Feb 23 2021	Registered
Nationals (Stylized) 2011 Home Jersey	14	90/064,423	Jul 21 2020	6,277,672	Feb 23 2021	Registered