

CO-EXISTENCE AGREEMENT

THIS CO-EXISTENCE AGREEMENT ("Agreement"), effective as of the 28 day of


July, 2009 (the "Effective Date"), by and between DIRECTV, Inc., a California Corporation, located and doing business at 2230 East Imperial Highway, El Segundo, California 90245 ("DIRECTV") and Florida Marlins, L.P., a Delaware limited partnership, located at 2267 Dan Marino Boulevard, Miami Florida 33056 ("FLORIDA MARLINS"), by its agent, Major League Baseball Properties, Inc., a New York corporation with a principal place of business at 245 Park Avenue, New York, New York 10167 ("MLBP"). DIRECTV and FLORIDA MARLINS are each referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, FLORIDA MARLINS and/or its affiliated or related entities, licensees, and/or sponsors have used marks, names, and domain names that comprise or contain the words STRIKE ZONE, alone or with other word, letter, or design elements, on or in connection with baseball games and exhibitions and other services related to or promoting its baseball club and may adopt additional marks in the future which comprise or contain the words STRIKE ZONE (collectively, the "FLORIDA MARLINS STRIKE ZONE Marks"); and

WHEREAS, FLORIDA MARLINS owns United States Registration No. 3,006,315 for the mark STRIKE ZONE WWW.FLORIDAMARLINS.COM and Design (the "MARLINS STRIKE ZONE Mark"), registered October 11, 2005, for "entertainment services, namely, providing television programs featuring professional baseball games featuring Florida Marlins baseball" in Class 41 (the "FLORIDA MARLINS Registration"); and

WHEREAS, DIRECTV filed in the United States Patent and Trademark Office ("PTO") intent to use-based applications, Application Serial No. 77/120,789 to register the mark STRIKE ZONE CHANNEL (filed March 2, 2007) and Application Serial No. 77/136,916 to register the mark STRIKE ZONE CHANNEL & Design (filed March 21, 2007), (the marks STRIKE ZONE CHANNEL and STRIKE ZONE CHANNEL & Design are hereinafter the "DIRECTV STRIKE ZONE CHANNEL Marks"), both for "entertainment, namely, a continuing sports show



broadcast over television, satellite, audio, and video media; entertainment, namely, television news shows; production and distribution of television shows and movies” in Class 41 (the “DIRECTV Applications”); and

WHEREAS, the DIRECTV Applications are being finally refused by the PTO based on the FLORIDA MARLINS Registration; and

WHEREAS, DIRECTV has been using the DIRECTV STRIKE ZONE CHANNEL Marks in connection with the provision and production of a television show since 2007; and

WHEREAS, DIRECTV commenced a cancellation proceeding against the FLORIDA MARLINS Registration captioned DIRECTV, Inc. v. Florida Marlins L.P., Cancellation No. 92050101, pending in the Trademark Trial and Appeal Board of the PTO (the “Cancellation”); and

WHEREAS, the Parties wish to ensure coexistence of both Parties’ marks on the Principal Register of the PTO and that no confusion will result from their respective use and registration of their respective FLORIDA MARLINS STRIKE ZONE Marks and DIRECTV STRIKE ZONE CHANNEL Marks; and

WHEREAS, DIRECTV, by entering into this Agreement, does not make any admission that the DIRECTV STRIKE ZONE CHANNEL Marks infringe upon any of FLORIDA MARLINS’ rights.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS OF AGREEMENT

Agreement.


2. After execution of this Agreement by all Parties, for any goods or services bearing or identified by the DIRECTV STRIKE ZONE CHANNEL Marks, DIRECTV will always make it clear on the goods themselves and/or on the hangtags, labels and/or packaging for the goods

and/or the advertising and promotion of such goods and services and/or by the overall context of the sale and distribution of such goods and/or rendering of such services that the goods and services emanate from or are licensed by DIRECTV and not the FLORIDA MARLINS, MLB, the Office of the Commissioner of Baseball, the individual Major League Baseball clubs or any of their respective affiliated or related entities (collectively, the "MLB Entities"). Notwithstanding the foregoing, DIRECTV will have ninety (90) days to cure any inadvertent failure by DIRECTV or any third parties to distinguish its goods or services as set forth in Paragraph 12 below.

3. DIRECTV will not use, seek to register or register, or authorize others to use, seek to register, or register the DIRECTV STRIKE ZONE CHANNEL Marks, or any mark, name, or domain name comprising or containing "STRIKE ZONE," in any form, manner or context that is likely to be confused with the MARLINS STRIKE ZONE Mark or to suggest that DIRECTV or any of its goods or services are in any way associated or affiliated with, endorsed or sponsored by, or that DIRECTV is a sponsor of, the FLORIDA MARLINS or its affiliates, MLB, or any of the other MLB Entities, unless otherwise expressly agreed to in writing by the Parties.

4. For any goods or services bearing or identified by the FLORIDA MARLINS STRIKE ZONE Marks, FLORIDA MARLINS will always make it clear on the goods themselves and/or on the hangtags, labels and/or packaging for the goods and/or the advertising and promotion of such goods and services and/or by the overall context of the sale and distribution of such goods and/or rendering of such services that the goods and services emanate from or are licensed by FLORIDA MARLINS or MLB and not DIRECTV. Notwithstanding the foregoing, FLORIDA MARLINS will have ninety (90) days to cure any inadvertent failure by FLORIDA MARLINS or entities over which it has control to distinguish its goods or services as set forth in Paragraph 12 below.

5. FLORIDA MARLINS will not use, seek to register or register, or authorize others to use, seek to register, or register the FLORIDA MARLINS STRIKE ZONE Marks, or any




mark, name, or domain name comprising or containing "STRIKE ZONE," in any form, manner or context that is likely to be confused with the DIRECTV STRIKE ZONE CHANNEL Marks or to suggest that FLORIDA MARLINS or any of its goods or services are in any way associated or affiliated with, endorsed or sponsored by, or that FLORIDA MARLINS is a sponsor of, DIRECTV, unless otherwise expressly agreed to in writing by the Parties.

6. The Parties presently anticipate that by complying with the specific requirements as set forth in this Agreement regarding the use of their respective marks, there will not be a likelihood of confusion between the FLORIDA MARLINS STRIKE ZONE Marks and the DIRECTV STRIKE ZONE CHANNEL Marks. However, if evidence of actual confusion arising from the Parties' concurrent use of their respective marks comes to their attention, then the Parties agree to notify each other and to work in good faith to take reasonable and effective steps to eliminate such actual confusion and the likelihood of further confusion, and to negotiate in good faith as may be necessary to accomplish such purpose.

7. In consideration of the actions and forbearances of DIRECTV, FLORIDA MARLINS will not oppose, attempt to oppose, cancel, attempt to cancel, object to or otherwise interfere with, and consents and, if requested, will provide additional written consent to, the use and registration in the United States of the DIRECTV STRIKE ZONE CHANNEL Marks only for the services listed in the DIRECTV Applications, so long as DIRECTV's use and registration of the DIRECTV STRIKE ZONE CHANNEL Marks are consistent with, and DIRECTV is otherwise in compliance with, the terms of this Agreement. Apart from the consent granted in this paragraph, FLORIDA MARLINS reserves all other rights, remedies, and defenses.

8. In consideration of the actions and forbearances of the FLORIDA MARLINS, DIRECTV will withdraw the Cancellation with prejudice within 10 days after execution of this Agreement by both Parties, and will not further oppose, attempt to oppose, cancel, attempt to cancel, object to or otherwise interfere with, and consents and, if requested, will provide additional written consent to, the use and registration in the United States of the MARLINS STRIKE ZONE Mark only for the services covered by the FLORIDA MARLINS Registration



and/or the mark STRIKE ZONE for kids club services, so long as such use and registration is consistent with, and FLORIDA MARLINS is otherwise in compliance with, the terms of this Agreement. Apart from the consent granted in this paragraph, DIRECTV reserves all other rights, remedies, and defenses.

9. Each Party agrees to take steps reasonably requested by the other Party to enjoy the rights and benefits under this Agreement, including, without limitation, the filing of papers in the PTO to allow for the registration of trademark applications consistent with this Agreement, including, for example, filing necessary papers if one Party's application or registration is cited against the application of the other Party.

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IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the date first written above.

DIRECTV, Inc.

Florida Marlins, L.P., by Major League Baseball Properties, Inc., as Agent

By: [Signature]
Name: **Takehiko Suzuki**
Title: **V.P., Business & Legal Affairs**
Date: **July 24, 2009**

By: [Signature] JH
Name: **Ethan G. Orlinsky**
Title: **Corporate Secretary**
Date: **7.28.09**

[REDACTED]