



October 10, 2019

Charlotte Cowen  
Florida Sports Foundation  
101 N Monroe St #1000  
Tallahassee, FL 32301

Contract No: 03239K

Dear Ms. Cowen:

Enclosed is a fully executed copy of your Major League Baseball Properties License Agreement.

Please be sure that we receive a current Certificate of Insurance. The language for the Additional Insureds for the Certificate of Insurance should read as follows:

The Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc. (doing business in its own name and as Major League Baseball Productions and Major League Baseball International), The MLB Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Ashley Kraus".

Ashley Kraus  
Compliance Coordinator

Enclosure

**MAJOR LEAGUE BASEBALL** Properties

245 Park Avenue

New York, New York 10167

Phone 212.931.7900

[www.mlb.com](http://www.mlb.com)



Florida Sports Foundation  
Contract No. ML-3239K(mb)

**MAJOR LEAGUE BASEBALL PROPERTIES, INC.  
LICENSE AGREEMENT**

This license agreement (the "Agreement") is by and between Major League Baseball Properties, Inc., 245 Park Avenue, New York, NY 10167 (hereinafter referred to as "Licensor"), on its own behalf and as agent for each of the entities specified in Schedule A (collectively, the "MLB Entities"), and the individual/entity identified in Schedule B (hereinafter referred to as "Licensee"). This Agreement is not effective until signed by the parties hereto.

**THIS WILL CONFIRM OUR AGREEMENT AS FOLLOWS:**

1. **GRANT OF LICENSE:** Licensor grants to Licensee for the term of this Agreement, subject to the terms and conditions hereinafter contained (including, without limitation, the additional miscellaneous terms and conditions contained in Schedule P hereto and the limitations set forth in the attached Exhibit 1, as and to the extent applicable with respect to the Licensed Territory (as defined in Paragraph 2 and Schedule F hereto) and Licensed Properties (as defined in this Paragraph 1 and Schedule D hereto) set forth herein, and as modified from time to time), the non-exclusive license to utilize certain specified names, trademarks, service marks, trade dress and copyrights, including word marks, logos, uniform designs, mascots, images, colors and color combinations, characters, symbols, designs, likenesses and visual representations associated with and/or related to the various Major League Baseball-affiliated entities and their products and services, as described in Schedule D attached hereto (herein such names, trademarks, service marks, trade dress and copyrights, including word marks, logos, uniform designs, mascots, images, colors and color combinations, characters, symbols, designs, likenesses and visual representations are collectively called the "Licensed Properties"), to be used solely in connection with the manufacture, distribution, promotion, advertisement and sale of the article or articles specified in Schedule E attached hereto (herein such article or articles are called "Licensed Products"). Licensee acknowledges and agrees that all Licensed Products shall conform to Licensor's then-current labeling requirements and, except to the extent specifically set forth in Schedule E below, only then-current Licensed Properties shall be featured in the Licensed Products. For purposes of this Agreement, "then-current" shall mean current at the time of Licensee's production of each Licensed Product as specified in Licensor's Official Style Guide or as otherwise specified by Licensor. This license does not constitute and may not be used so as to imply the endorsement of the Licensed Products or any other product of Licensee by Licensor and/or each of the Licensor Indemnitees (as defined in Schedule C). While the Licensed Properties may be used as trademarks or service marks subject to the terms of this Agreement, the Licensed Properties are not licensed herein for use as certification marks or indications of a particular standard of quality. Any exclusivity granted hereunder shall be subject to (i) presently outstanding agreements granted by the Clubs (as defined in Schedule A); (ii) the rights of Licensor and the Licensor Indemnitees, and each of their respective affiliates to distribute (directly or indirectly) products throughout the world (through any means or medium); and (iii) the grant by Licensor to the Major League Baseball Players Alumni Association (the "MLBPAA") of worldwide rights to utilize the word marks "Major League" and "Major League Baseball" as part of the MLBPAA's name, logos, designs, symbols and other visual representations (the "MLBPAA Marks"), which include the right to grant to third parties the right to use the MLBPAA Marks. Further, any exclusivity granted hereunder shall pertain only to the extent of the Licensed Products described, if and as specified in this Agreement. Licensor warrants and represents that as the agent for the MLB Entities, pursuant to authority granted by the MLB Entities, it has the full authority to license the Licensed Properties in connection with the manufacture, distribution, promotion, advertisement and sale of the Licensed Products.

2. **TERRITORY:** Licensee shall be entitled to use the license granted hereunder only in the territory described in **Schedule F** attached hereto (herein such territory is called the "Licensed Territory"). Licensee acknowledges and agrees that the territorial references in the attached **Exhibit 1** do not enlarge or otherwise modify the Licensed Territory. Licensee will not make use of or authorize any use of this license or the Licensed Products outside the Licensed Territory or distribute or sell the Licensed Products directly or through others to retailers outside the Licensed Territory. Licensee may use manufacturers outside the Licensed Territory in accordance with Paragraph 13(U) below, provided that such manufacturers are identified in **Schedule Q** and such manufacturers do not sell the Licensed Products to anyone other than Licensee. Licensee may also distribute the Licensed Products to other licensees of Licensor as and to the extent Licensor authorizes such other licensees to purchase such Licensed Products from Licensee. The parties hereby acknowledge and agree that, in respect of the provision of Licensed Products pursuant to Paragraph 13(M) below directly to the Clubs, or the Clubs belonging to The National Association of Professional Baseball Leagues d/b/a Minor League Baseball ("Minor League Clubs"), located in Canada or their owned or controlled retail operations, the Licensed Territory shall include Canada.

3. **LICENSE PERIOD:** The license granted hereunder shall be effective and expire as of the dates specified in **Schedule G** attached hereto (herein such period is called the "License Period") and except as otherwise provided for sell-off purposes as specified in Paragraph 17 hereof, unless sooner terminated in accordance with the terms and conditions hereof.

4. **CONSIDERATION:**

A. **Advance and Guaranteed Compensation:** Licensee agrees to pay Licensor the sums specified in **Schedule K** attached hereto, as advance minimum compensation (herein called "Advance Compensation") and as guaranteed minimum compensation (herein called "Guaranteed Compensation" and together with Advance Compensation, the "Total Guaranteed Compensation"). The Advance Compensation shall be paid as set forth in **Schedule K**, and shall apply against Total Guaranteed Compensation as defined below. The Total Guaranteed Compensation shall be paid as provided in **Schedule K** except to the extent that paid Advance Compensation and annual cumulative payments of Royalties shall theretofore have offset all or a portion of the Total Guaranteed Compensation. Notwithstanding the foregoing, no part of Royalties which may be attributable to Premium sales (as defined hereunder) of the Licensed Products shall serve to offset any part of the Total Guaranteed Compensation specified in **Schedule K**. No part of such Total Guaranteed Compensation shall be repayable to Licensee in any event, except as is expressly provided for herein. No part of any amounts paid or payable hereunder may be used to offset or apply against any other amount owed by Licensee to Licensor, any MLB Entities or Licensor Indemnitees or to any other Major League Baseball-affiliated entity. In the event of a work stoppage delaying or interrupting the playing of Major League Baseball games, the parties agree that this Agreement shall continue in full force and, except as otherwise provided in writing in this Agreement, Licensee shall not be entitled to any other form of compensation nor shall Licensor or the Licensor Indemnitees be otherwise liable to Licensee for any losses incurred by Licensee on account of any such work stoppage.

B. **Royalties:** Licensee agrees to pay Licensor a sum equal to either the per unit minimum specified in **Schedule L** (if any) or the percentage of all "Net Wholesale Sales" or "Net Retail Sales," as applicable, (each as defined below) specified in **Schedule L** by Licensee of the Licensed Products covered by this Agreement. (Such per unit minimum and/or percentage of Net Wholesale Sales or Net Retail Sales is herein called "Royalties.") Licensee shall pay to Licensor Royalties based on the greatest of, as applicable, the (i) per unit minimum (if stated), (ii) percentage of Net Wholesale Sales, and (iii) percentage of Net Retail Sales, if specified. If Licensee sells the Licensed Products to any of Licensee's affiliated, associated or subsidiary entities (collectively, the "Licensee Affiliates"), and such Licensee

Affiliates sell the Licensed Products, Licensee shall pay Royalties on the price at which Licensee sells the Licensed Products or the price at which the Licensee Affiliates sell the Licensed Products, whichever is greater. In addition, Royalties shall be payable concurrently with the periodic statements required in Paragraph 5 below, except to the extent offset by Total Guaranteed Compensation theretofore remitted. The term "Net Wholesale Sales" shall mean, with respect to wholesale sales of the Licensed Products, gross sales based on the wholesale price to the retail trade less quantity discounts and actual returns, but no deduction shall be made for uncollectible accounts, commissions, taxes, discounts other than quantity discounts, such as cash discounts and discounts attributable to the issuance of a letter of credit, or any other amount. The term "Net Retail Sales" shall mean, with respect to retail sales of the Licensed Products, gross sales based on the greater of Licensee's or, as the case may be, Licensee Affiliates' (a) usual retail price charged to consumers for such Licensed Products (or, if no such Licensed Products were previously sold, for similar Licensed Products) or (b) actual retail price charged to consumers less quantity discounts (if pre-approved in writing by Licensor) and actual returns, but no deduction shall be made for uncollectible accounts, commissions, taxes, or discounts of any kind. For purposes of this Agreement, a "sale" shall be deemed to have occurred at the earlier of when invoiced by Licensee or when shipped by Licensee. Notwithstanding the foregoing, with regard to Canadian sales, if authorized hereunder, Licensee shall pay Royalties on the price of the Licensed Products excluding "GST" and any duty and shall submit all statements and Royalties payments to such party designated by Licensor and as required by this Agreement. Licensee shall account separately for all sales of each Licensed Product (itemized by Licensed Product, Licensed Properties depicted on such Licensed Product, country into which the Licensed Product is sold, distribution channel through which the Licensed Product is sold and as Licensor shall otherwise require from time to time), pursuant to the requirements of Paragraph 5 below. No costs incurred in the manufacture, sale, distribution, promotion or advertisement of the Licensed Products shall be deducted from any Royalties payable by Licensee. Said Royalties shall also be paid by Licensee to Licensor on all Licensed Products (including, without limitation, any irregulars, seconds, etc. distributed pursuant to the provisions of Paragraph 10 of this Agreement) distributed by Licensee or any Licensee Affiliate, even if not billed or billed at less than usual Net Wholesale Sales price or Net Retail Sales price, as applicable, for such Licensed Products, and shall be based upon the greater of the usual Net Wholesale Sales price or Net Retail Sales price, as applicable, sold to the trade by Licensee or, as the case may be, Licensee Affiliates for (i) such Licensed Products, or (ii) if such Licensed Products have not been so sold, products similar to the Licensed Products. Licensor acknowledges that units of the Licensed Products that are exported by Licensee or, as the case may be, Licensee Affiliates to other licensees of Licensor authorized to distribute such Licensed Products outside the Licensed Territory may, with Licensor's written approval, be sold without any obligation on Licensee to pay Royalties to Licensor on such units. Royalties payable on sales of the Licensed Products to Licensor affiliates per Paragraph 13(M) shall be calculated on Licensee's or, as the case may be, Licensee Affiliates', actual Net Wholesale Sales price or Net Retail Sales price, as applicable, charged.

**C. Product Credit:** Licensee shall provide to Licensor merchandise credit in the amount or in the form specified in Schedule N. Licensee shall ship at Licensee's expense and at Licensor's direction such merchandise as Licensor shall request from time to time under this merchandise credit. Licensee acknowledges and agrees that to the extent Licensor does not use the entire merchandise credit during any such year, Licensor shall be entitled to receive such unused portion in the following calendar year, notwithstanding the expiration or termination of the License Period.

**D. Advertising, Marketing and Promotion:** Licensee acknowledges that it is required to promote the Licensed Products under this Agreement. Accordingly, Licensee agrees to perform each of the obligations, if any, specified in Schedule O. Unless otherwise specified, Licensee acknowledges and agrees that any financial or other commitments under any item identified in Schedule O shall not offset or apply against any obligations under any other item thereunder.



**E. Currency:** All amounts reflected in this Agreement shall be in the currency identified in **Schedule K**.

**F. Payment Terms:** Licensee agrees to pay Licensor all sums due and payable to Licensor relating to this Agreement, regardless of whether Licensee has received an invoice in connection with such amount payable.

**G. Late Payment Penalties:** Any late payments shall require Licensee to pay Licensor, in addition to the amount due, interest (accruing at the time such obligation was first owed) at one percent (1%) per month or the highest prime lending rate of JP Morgan Chase Bank (or its successor bank, if any), whichever is greater, on the amounts delinquent for the period of the delinquency, without prejudice to any other rights of Licensor in connection therewith.

**H. Licensor's Use of Licensee Marks and Licensed Product Depictions:** Licensee agrees that Licensor shall have the right in its sole discretion and in a style and manner in which it chooses, to produce and allow others to produce on its behalf catalogs, sales sheets or brochures (hereinafter "catalogs") wherein merchandise from licensees of Licensor shall be displayed. Licensee hereby grants to Licensor the right to feature the Licensed Products and to use Licensee's trademarks and corporate identification (including, without limitation, the brand names of the Licensed Products as identified in **Schedule U**) (i) in any and all media for purposes of promoting and advertising either the Licensed Products and/or Licensor, its affiliates, and promotions for the foregoing, and (ii) in trade materials, sales presentations, and industry meetings, without additional approvals or any compensation. Licensee acknowledges and agrees that nothing in this Paragraph 4(H) shall be construed as Licensor's grant, approval, or acceptance of such brand names.

**5. PERIODIC STATEMENTS:** Within thirty (30) days after the first day of the License Period, and promptly on the 15th day of every reporting period specified in **Schedule I** (herein such period is called the "Reporting Period") thereafter, Licensee shall furnish to Licensor complete and accurate statements, certified to be accurate by Licensee, or if a corporation, by an officer of Licensee, showing the sales volume of each Licensed Product (itemized by Licensed Product, Licensed Properties depicted on such Licensed Product, country into which the Licensed Product is sold, distribution channel through which the Licensed Product is sold and as Licensor shall otherwise require from time to time), gross sales price, allowable itemized deductions from gross sales price, and Net Wholesale Sales price or Net Retail Sales price, as applicable, of the Licensed Products distributed and/or sold by Licensee or any Licensee Affiliate during the preceding Reporting Period, together with any returns made during the preceding Reporting Period. The statements required pursuant to this Paragraph 5 shall be furnished to Licensor whether or not any of the Licensed Products have been sold, or any payment is shown to be due Licensor, during the Reporting Periods in which such statements are due. Licensee shall furnish to Licensor sufficient background information so as to make such statements intelligible to Licensor, and on request of Licensor, a complete list of Licensee's customers to whom Licensed Products have been sold and corresponding information regarding distribution to such accounts. Licensor agrees that it will not divulge said customer list to any other licensee of Licensor, to any other competitor licensing organization, or to any competitor of Licensee, as identified by Licensee in writing, except as required by law. Receipt or acceptance by Licensor of any of the statements furnished pursuant to this Agreement or of any sums paid hereunder shall not preclude Licensor from questioning the correctness thereof at any time, and in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified and the appropriate payments made by Licensee.

**6. BOOKS AND RECORDS:**

**A.** Licensee shall keep, maintain and preserve in its principal place of business for at least four (4) years following termination or expiration of this Agreement or any renewal thereof, complete and accurate records and accounts covering all transactions relating to this Agreement and pertaining to the various items required to be shown on the statements to be submitted by Licensee, including, without limitation, invoices, correspondence and banking, financial and other records in Licensee's possession or under its control. To the extent that such records are commingled with other business records of Licensee, Licensor shall nonetheless be entitled to review all of Licensee's records. Such records and accounts shall be available for inspection and audit (and copying at Licensor's expense) at Licensee's principal place of business or such other Licensee-controlled facility as Licensor shall request at any time or times during or after the License Period or "Sell-Off Period" (as defined in Paragraph 17 below) of this Agreement during reasonable business hours and upon reasonable notice (not to exceed thirty (30) days) by Licensor or its representatives. Licensor shall also have the right to inspect Licensee's plants, warehouses and storage facilities at any reasonable time without notice, to ensure compliance with this Paragraph 6(A) and Paragraph 10 below. Licensee agrees not to cause or permit any interference with Licensor or representatives of Licensor in the performance of their duties of inspection and audit. To the extent that Licensee does not have all records and management personnel available during Licensor's scheduled audit and such audit needs to be rescheduled, the cost of the rescheduled audit will be the responsibility of Licensee.

**B.** The exercise by Licensor, in whole or in part or at any time or times, of the right to audit records and accounts or of any other right herein granted, the acceptance by Licensor of any statement or statements or the receipt and deposit by Licensor of any payment tendered by or on behalf of Licensee shall be without prejudice to any rights or remedies of Licensor and shall not estop or prevent Licensor from thereafter disputing the accuracy of any such statement or payment.

**C.** If pursuant to its rights hereunder to audit and inspect Licensor causes an audit and inspection to be instituted which thereafter discloses a deficiency of three percent (3%) or more between the amount found to be due to Licensor and the amount actually paid or credited to Licensor, then Licensee shall be responsible for payment of the entire deficiency, together with interest (as calculated pursuant to Paragraph 4(G)) from the date such amount became due until the date of payment, and the costs and expenses of such audit and inspection. If the audit discloses a deficiency of less than three percent (3%) between the amount found to be due to Licensor and the amount actually paid or credited to Licensor, then Licensee shall pay Licensor the amount of the deficiency plus interest as calculated above.

**D.** Upon demand of Licensor, Licensee shall at its own expense, but not more than once in any twelve (12) month period, furnish to Licensor a detailed statement, certified by an independent certified public accounting firm approved by Licensor, showing the sales volume of each Licensed Product (itemized by Club and, as requested by Licensor, by country or other territory, for each applicable Licensed Product), gross sales price, itemized deductions from gross sales price and Net Wholesale Sales price or Net Retail Sales price, as applicable, of the Licensed Products covered by this Agreement distributed and/or sold by Licensee and Licensee Affiliates to the date of Licensor's demand. Licensee shall additionally provide, on Licensor's written request and at Licensee's cost, the audited financial statements for Licensee and/or any Licensee Affiliate for the requested year(s).

**7. INDEMNIFICATIONS AND PROTECTIONS:**

**A.** Licensor hereby agrees to indemnify, defend and hold Licensee and its owners, shareholders, directors, officers, employees, agents, representatives, successors and assigns harmless from

any claims, suits, damages or costs (including reasonable attorneys' fees and expenses) arising from (i) challenges to Licensor's authority as agent for and pursuant to authority granted by the MLB Entities to license the Licensed Properties in connection with the manufacture, distribution, promotion, advertisement and sale of the Licensed Products or (ii) assertions to any claim of right or interest in or to the Licensed Properties as authorized and used on the Licensed Products, provided in each case that Licensee shall give prompt written notice, cooperation and assistance to Licensor relative to any such claim or suit, and provided further in each case that Licensor shall have the option, in its sole discretion, to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefor) and to engage in settlement thereof at its sole discretion.

**B.** Licensee shall assist Licensor, to the extent necessary, in the procurement of any protection or to protect any of Licensor's rights to the Licensed Properties, and Licensor, if it so desires and in its sole discretion, may commence or prosecute any claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto. Licensee shall notify Licensor in writing of any infringements or imitations by others of the Licensed Properties of which it is aware. Licensor shall have the sole right to determine whether or not any action shall be taken on account of such infringements or imitations. Licensee shall not institute any suit or take any action on account of any such infringements or imitations without first obtaining the written consent of Licensor to do so. Licensee agrees that it is not entitled to share in any proceeds received by Licensor (by settlement or otherwise) in connection with any formal or informal action brought by Licensor hereunder.

**C.** (i) In the event that a claim is made, or an action or suit is instituted, against Licensor and/or any Licensor Indemnitee, arising out of or related to:

(a) any actual or alleged use of or infringement of any trademark, service mark, copyright, patent, process, method or device by Licensee, its agents, employees, representatives, or others under its control in connection with the Licensed Products covered by this Agreement and not involving a claim of right to the Licensed Properties, as and to the extent used as authorized in this Agreement;

(b) any actual or alleged defects or deficiencies in said Licensed Products or the use thereof, or false advertising, fraud, misrepresentation or other claims related to the Licensed Products not involving a claim of right to the Licensed Properties;

(c) any use by Licensee, its agents, employees, representatives, or others under its control of the MLB Marks (as defined below). For purposes of this Agreement, "MLB Marks" shall mean the Licensed Properties and any other names, trademarks, service marks, trade dress and copyrights, including word marks, logos, uniform designs, mascots, images, colors and color combinations, characters, symbols, designs, likenesses and visual representations owned, controlled, or cleared for use by or on behalf of and/or applied for in or registered with the U.S. Patent and Trademark Office (irrespective of the class or nature of goods or services for which an application has been made or registration issued), or any combination or derivative of same, by Licensor or any of the MLB Entities;

(d) any breach of this Agreement by Licensee, its agents, employees, representatives, or others under its control;

(e) any actual or alleged libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party by Licensee, its agents, employees, representatives, or others under its control;

(f) any agreements or alleged agreements made or entered into by Licensee, its agents, employees, representatives, or others under its control to effectuate the terms of this Agreement;

(g) any distribution methods, practices, or policies relating to the Licensed Products; and/or

(h) any promotional, marketing, or advertising activities involving or related to the Licensed Products or to Licenser or any of its affiliates

then Licensee shall indemnify, defend and hold Licenser and/or each such Licenser Indemnitee and its respective former or current owners, shareholders, partners, members, directors, officers, employees, agents, representatives, successors and assigns harmless from all such actions, claims, suits, damages and costs (including reasonable attorneys' fees and expenses) and afford Licenser the option to participate in any such action or to allow Licensee to handle Licenser's defense (subject to Licenser's approval as to counsel, court filings, discovery, correspondence, general strategies, and the settlement of the claim, action or suit). Licenser agrees to give Licensee notice of the commencement of any such claim or action against Licenser and/or any of the Licenser Indemnitees.

(ii) In the event that a claim is made, or an action or suit is instituted, against Licensee (but not including Licenser and/or any of the Licenser Indemnitees) relating to the Licensed Properties or the Licensed Products, then Licensee shall promptly notify Licenser in writing of any claims, actions or suits commenced against it, apprise Licenser of the forum and all other relevant details relating to such claims, actions or suits, and afford Licenser the option (exercisable at Licenser's sole discretion) of (a) taking on the defense of such action on behalf of Licensee or (b) consulting with Licensee in the defense of such action. Unless such claim, action, or suit involves, as a litigated issue, the unauthorized use of the MLB Marks (in which case such costs shall be treated as if incurred in connection with Paragraph 7(C) above), Licenser shall bear the costs of such participation.

**8. INSURANCE:** Licensee must obtain, and continuously maintain throughout the License Period and Sell-Off Period, at its own expense, the following insurance policies in the amounts specified in **Schedule M** worldwide to protect against any claims or suits arising out of any of the circumstances described in Paragraph 7(C) above.

**A.** An Insurance Services Office occurrence based Commercial General Liability Insurance Policy, including contractual liability, personal injury liability, products/completed operations liability and advertising injury liability and additional insured - vendors broad form coverage. Products completed/operations insurance shall be maintained for a minimum period of three (3) years after final payment and Licensee shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.

**B.** Errors & Omissions Liability / Miscellaneous Professional Liability Insurance, to cover wrongful acts, including but not limited to infringement of trademark, copyright, trade name, trade dress, slogan, etc. type claims, as well as rights of publicity claims.

**C. Umbrella Liability Insurance, in excess of 8(A) and 8(B) above.**

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Licensors, the Licensors Indemnitees, and their subsidiary or affiliated companies and its and their directors, officers and employees must be named as Additional Insureds under the Commercial General Liability (using ISO Form CG2010 or its equivalent), Commercial Automobile Liability and Umbrella Liability Policies. All of liability insurance policies must contain Cross Liability Endorsements, or their equivalents. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any and all deductibles shall be the sole responsibility of Licensee and shall not apply to the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification Licensors shall receive at least thirty (30) days written notice thereof. Licensee shall furnish Licensors with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of use of the Licensed Properties and annually at least ten (10) days prior to the expiration of each required insurance policy.

**9. COPYRIGHT AND TRADEMARK NOTICES AND REGISTRATIONS:**

**A.** Licensee further agrees that, unless otherwise directed in writing by Licensors, in any instance wherein the Licensed Properties are used, the following general notice shall be included (i.e., on the product, on a label, on the packaging material or on a separate slip of paper attached to the product): "Major League Baseball trademarks and copyrights are used with permission of Major League Baseball Properties, Inc." Further, all products containing the Licensed Properties shall contain, as Licensors shall direct, a Major League Baseball hologram, a Major League Baseball hangtag, a hangtag and/or label with Licensee's name, the Major League Baseball silhouetted batter logo, and the "Genuine Merchandise" logo or the logos of Licensors' other applicable collections (e.g. Major League Baseball Cooperstown Collection or MLB Authentic Collection). All Licensed Products shall display or otherwise identify Licensee's name either on a permanently affixed label or such other manner approved in writing by Licensors. All Licensed Products components which bear any of the Licensed Properties (embroidered emblems, cloth or paper labels, hangtags, etc.) shall, if Licensors permits, be manufactured in-house by Licensee or shall be obtained only from one or more suppliers officially authorized by Licensors to produce those components. All Licensee advertisements displaying the Licensed Properties, all retailer advertisements featuring Licensed Products and of which Licensee has knowledge or any Licensed Products shall contain the words "Genuine Merchandise" (or such other applicable Major League Baseball collection name designated by Licensors) and the silhouetted batter logo. Licensee shall require those to whom it sells Licensed Products directly or indirectly to display the appropriate notice and collection mark, as directed by Licensors, and the silhouetted batter logo in all advertisements. All uses of the Licensed Properties shall also include any designations legally required or useful for enforcement of copyright, trademark or service mark rights (e.g., "©", "®", "TM" or "SM") as directed by Licensors. Licensee shall submit a copy of its specifications for all of the above notices (including copies of its artwork, layouts or mold blueprints) to Licensors for its review. Licensors shall have the right to revise the above notice requirements and to require such other notices as shall be reasonably necessary to protect the interests of Licensors and/or the Licensors Indemnitees in the MLB Marks and Licensee shall, at its cost and expense, fully comply with such requirements and notices, and purchase of such holograms, as Licensors shall request.

**B.** Licensee agrees to advise Licensors of the initial date of the marketing of each Licensed Product and, upon request, to complete all forms generated by Licensors and deliver to Licensors the number and type of specimen samples of the Licensed Product, labels or the like upon which the Licensed Properties are used as are actually required for use in procuring and/or maintaining copyright, trademark and/or service mark registrations or Customs recordations in the name of and at the expense of

the person, firm, corporation or other legal entity owning the Licensed Properties, in compliance with any laws relating to copyright, trademark and service mark registrations or Customs recordations. Licensee acknowledges and agrees that with respect to the completion of forms generated by Licensor pursuant to the preceding sentence, Licensee shall provide (i) all documentary information requested thereby (including, without limitation, a listing of all of the Licensed Properties included on each Licensed Product), (ii) a description of all Licensor authorized uses of each of the MLB Marks (whether such use was made during the License Period or an earlier period within which Licensee was licensed to use such MLB Marks), (iii) a listing of the quantity of sales of the Licensed Products, and (iv) a description of the identity of the purchasers of such Licensed Products and their addresses. Except to the extent set forth in any schedules attached to this Agreement, Licensor and/or the Licensor Indemnitees shall be solely responsible for taking such action as it or they deem appropriate to obtain such copyright, trademark or service mark registrations or Customs recordations for the MLB Marks. If it shall be necessary for Licensee to be the applicant to effect any such registrations, Licensee shall and hereby does assign all of its rights in each such application and any resulting registration to Licensor or any other appropriate owner thereof, and further agrees to execute all papers necessary to effectuate and/or confirm such assignments. Licensee shall perform all acts necessary and execute all documents necessary to effectuate its registration as a user of the Licensed Properties (and other MLB Marks, if previously applicable) on the Licensed Products herein (and MLB Marks, if previously applicable) where such registration is needed and shall assist Licensor in protecting the MLB Marks as requested and directed by Licensor.

C. Licensee also agrees that, in any case where it employs the services of photographers or artists in connection with the production, promotion, marketing or distribution of the Licensed Products, it will require each such photographer or artist to agree that the photographic or artistic works he or she produces for Licensee shall be "works made for hire" for the purposes of the copyright laws, and that to the extent such photographic or artistic works may not qualify as "works made for hire," the copyright in each such work is assigned to Licensee.

#### **10. APPROVALS:**

A. Licensor shall have absolute approval, per Paragraph 30 hereof, of the Licensed Products and of all packaging at all stages of the development thereof. In addition, Licensor shall have the right to approve all advertising and promotional materials relating to the Licensed Products, including, but not limited to, all advertising and promotional materials that use any Licensed Properties. Licensee agrees to furnish in a timely manner to Licensor, free of cost, for its written approval as to quality and style, designs of each Licensed Product and samples of each Licensed Product before its manufacture, sale, promotion, advertisement or distribution, whichever first occurs, and samples of all advertising, point-of-sale displays, catalogs, sales sheets and other items that display or picture any Licensed Properties, and no such Licensed Product or other such materials shall be manufactured, sold, promoted, advertised or distributed by Licensee without such prior written approval. By way of example, but not limitation, (i) no use of any Licensed Properties shall be made on stationery of Licensee (specifically including, without limitation, letterhead, envelopes, business cards, shopping bags, invoices, statements, packing slips, etc.) without Licensor's prior approval and (ii) no press release or public statement referring or relating to the Licensed Product, Licensor and/or its affiliates shall be distributed or disseminated without Licensor's express written approval in advance of any such use. In addition, no irregulars, seconds or other Licensed Products which do not conform in all material respects to the approved samples may be distributed or sold without the express written advance consent of Licensor. All such sales, if made, shall bear Royalties as set forth in Paragraph 4(B). Subject, in each instance, to the prior written approval of Licensor, Licensee or its agents may use textual and/or pictorial matter pertaining to the Licensed Properties on such promotional display and advertising material as may, in its judgment, promote the sale of the Licensed Products. All promotional display and advertising material must contain and prominently display the Major League Baseball silhouetted batter logo. Ten (10) samples of each Licensed Product shall be supplied free of cost to



Licensors, and one (1) to each MLB Entity whose Licensed Properties are used on such Licensed Products. From time to time subsequent to final approval, a reasonable number of production samples shall periodically be sent to Licensors free of cost. Such samples shall also be sent upon any change in design, style or quality, which shall necessitate subsequent approvals by Licensors. Additional samples shall be supplied to Licensors upon request at no more than cost.

**B.** In the event that any item or matter submitted to Licensors under this Agreement for approval or consent shall not have been approved or consented to, disapproved or denied, or commented upon within the number of Licensors business days specified in **Schedule J** after receipt thereof by Licensors and Licensors shall have received notice from Licensee that comment is overdue by facsimile, email or other written communication, and Licensors shall not have commented within the number of Licensors business days specified in **Schedule J** of receipt of such notice, any items or matters so submitted shall be deemed approved and consented to. Licensee acknowledges and agrees that all submissions required to be given by it to Licensors hereunder shall be sent to Licensors's Quality Control Department with a copy to Licensee's contact within Licensors's Licensing Department. Notwithstanding anything to the contrary contained above, no action (whether written or oral) or inaction by the Licensors's Quality Control Department shall be construed as granting any rights (including, without limitation, authorizing any new or different product) not expressly stated in this Agreement or a fully executed amendment hereto. Licensee acknowledges and agrees that any Licensed Products not approved pursuant to the terms hereof, not complying with the requirements set forth in this Agreement, or not listed in **Schedule E**, shall be treated as unlicensed and unauthorized products for all purposes and shall not be manufactured, offered for sale, sold or distributed, or submitted to the Quality Control Department, or any other individual at Licensors for review. Nothing herein shall be construed to prevent new product ideas submissions to licensing personnel for purposes of initial review and the potential grant of rights for such product.

**C.** Licensee must obtain all necessary licenses, clearances, consents and releases (collectively, "Consents") permitting it to use any material depicted, or referred to, in the materials submitted to Licensors including, but not limited to, any trademark, trade dress, copyright, design, name, likeness, slogan, logo, music, voice or other indicia or rights proprietary to any third party including, without limitation, any fans and/or former or current Major League Baseball players, or third party companies, municipalities or other entities, except such Consents as Licensors provides in writing to Licensee. Licensee is solely responsible for determining which licenses, clearances, consents and releases must be obtained. For purposes of this paragraph, a "third party" is any individual or entity who is not represented by Licensors in this Agreement. Evidence of having obtained such licenses, consents and releases shall be submitted to Licensors upon request.

## **11. DISTRIBUTION:**

**A.** Except as otherwise provided in **Schedule R**, **Schedule S**, or **Schedule T**, Licensee shall sell the Licensed Products to jobbers, wholesalers, distributors or retailers for sale or resale and distribution to retail stores and merchants for their resale and distribution or directly to the public, subject to the terms herein. With respect to sales by Licensee Affiliates, Licensee acknowledges and agrees that at no time shall it sell or distribute the Licensed Products, directly or indirectly, to or through its Licensee Affiliates, unless such Licensee Affiliates are set forth in **Schedule R** and such sale or distribution is pre-approved in writing by Licensors and in compliance with the terms of Paragraph 4(B). Concurrently with its execution of this Agreement, Licensee will provide Licensors with the names, addresses, telephone numbers and names of principal contacts of each Distributor (as defined below) to whom Licensee would like to sell or otherwise provide the Licensed Products for subsequent sale or distribution. This information shall be set out in **Schedule S** of this Agreement. Licensee shall specify the Licensed Products Licensee would like for each Distributor to sell or distribute. Licensee acknowledges that unless otherwise specified in **Schedule P**, it may not allow any Distributor to act as a manufacturer of the Licensed Products. Licensee

acknowledges and agrees that it shall be entitled only to sell to Distributors who are approved in writing by Licensor, and that at no time during the License Period or Sell-Off Period shall it sell, directly or indirectly, to any Distributors not approved by Licensor. In the event Licensee wishes to substitute a Distributor listed in Schedule S or wishes to add to the number of Distributors, Licensee shall first provide Licensor with the information set out in Schedule S regarding the proposed new Distributors for Licensor's written approval of such Distributors. Licensee's failure to do so may result in termination of this Agreement and/or confiscation and seizure of the Licensed Products. For purposes of this Agreement, a "Distributor" is an individual or entity that directly or indirectly purchases Licensed Products from Licensee and sells such Licensed Products to other individuals or entities (such as wholesalers or retailers) who, in turn, directly or indirectly sell the Licensed Products to consumers.

**B.** Unless otherwise set forth in Schedule P of this Agreement, such distribution of the Licensed Products shall not be conducted through freight-on-board sales (wherein Licensee transfers title to and possession of the Licensed Products to a third party outside the Licensed Territory for subsequent distribution). In the event Licensee sells or distributes a Licensed Product at a special price directly or indirectly to itself, including, without limitation, any Licensee Affiliate, or to any other person, firm or corporation related in any manner to Licensee or its officers, directors or major stockholders, Licensee shall pay Royalties with respect to such sales or distribution based upon the greater of the highest Net Wholesale Sales price or Net Retail Sales price, as applicable, offered, or sold to, the trade during the License Period by Licensee for (i) such Licensed Products, or (ii) products similar, in Licensor's judgment, to the Licensed Products.

**C.** Subject to Schedule S, Schedule T, Paragraph 10 regarding the approval of all materials and copy and Exhibit 3, Licensee shall be permitted to distribute the Licensed Products via Interactive Media" (as defined below); provided, however, that Licensee shall not sell or otherwise distribute or allow for the sale or distribution of, directly or through others, the Licensed Products outside the Licensed Territory, and shall include prominent language on the Interactive Media through which the Licensed Products are offered that Licensee may not fulfill orders for delivery of the Licensed Products outside of the Licensed Territory. Licensee acknowledges and agrees that nothing herein shall be construed so as to imply that Licensee is entitled to use the Licensed Properties on a free-standing basis (i.e., the Licensed Properties may be used only on the Licensed Products or in text describing such Licensed Products) or to run or advertise promotions via Interactive Media. Licensee's rights pursuant to this paragraph shall be limited to the sale and distribution of the Licensed Products via Interactive Media, and the Licensed Properties may only be used as depicted in the Licensed Products in connection therewith. For purposes of this Agreement, "Interactive Media" shall mean the Internet and any network or medium of electronic communication now known or hereafter devised.

**D.** Licensee acknowledges and agrees that, with respect to all Licensed Products, unless otherwise authorized by Licensor in writing or sales to Licensor's clubhouse shops or Club or other Licensor-affiliate outlets, permitted distribution channels may not include (i) retailers whose only off-line (i.e., non-electronic storefront) outlets are open on a temporary basis only and/or (ii) outdoor sales outlets (such as, without limitation, kiosks or booths). Notwithstanding the foregoing, sales may be made to retailers housed in fixed locations in or around Major League Baseball ballparks whose fixed locations remain continuously open during the entire Major League Baseball season and to outdoor sales outlets of such retailers located at Major League Baseball special games or events (as approved by Licensor), provided that such outdoor outlets are located within the same geographical region as the retailer's primary place of business, and provided further that the retailer's primary retail business is sports specialty or sports-licensed products. In addition to the foregoing limitations, provided that such distribution does not violate any terms and conditions of this Agreement or applicable law, Licensee may only distribute (whether through customary sales or closeouts) the Licensed Products through the distribution channels, if any, specified in Schedule T.

**E.** Licensee shall ensure that each Distributor sought to be utilized by Licensee in connection with the Licensed Products is listed in **Schedule S**. Licensee shall ensure that for each Distributor used by Licensee per this Paragraph 11:

- (i) Except to the extent approved in writing by Licensor, Distributor does not manufacture the Licensed Products;
- (ii) Except to the extent approved in writing by Licensor, Distributor distributes no merchandise bearing the Licensed Properties other than the Licensed Products identified in **Schedule E** hereto unless authorized by Licensor in writing;
- (iii) Distributor distributes the Licensed Products directly to a bona fide retailer selling the Licensed Products directly to consumers and who does not sell or distribute the Licensed Products to another distributor;
- (iv) Distributor distributes the Licensed Products only as and when directed by Licensee and in accordance with the terms herein and in compliance with all laws, regulations and governmental rules applicable to the Licensed Products and/or their distribution;
- (v) Distributor does not alter or modify the Licensed Products, or add any labels, hangtags or other items (whether on the buttons, snaps or straps on such Licensed Products) featuring Distributor's corporate identification;
- (vi) Distributor does not advertise or promote its distribution of the Licensed Products or its relationship to Major League Baseball in any forum (including, without limitation, at trade shows, in catalogs, and/or in price sheets) without Licensor's prior written authorization;
- (vii) Except to the extent approved in writing by Licensor, Distributor purchases the Licensed Products directly from Licensee's warehouse and not from Licensee's manufacturer's facility;
- (viii) Distributor does not engage in, or allow, the submanufacturing of any element of the Licensed Products or otherwise delegate in any manner its obligations with respect to the Licensed Products; and
- (ix) Distributor shall provide to Licensee a report tracking all sales of those Licensed Products;

Upon Licensor's request, Licensee shall provide a detailed report tracking sales for all such Licensed Products during the period for which such information is requested. Licensee shall also provide to Licensor upon Licensor's request, for its inspection, all accounting records and other documents in connection with the sale of the Licensed Products to Distributors, including, without limitation, letters of credit, wire transfers, and all information related to shipments, deliveries and forms of payment.

**12. GOODWILL:** Licensee recognizes the great value of the publicity and goodwill associated with the MLB Marks and, in such connection, acknowledges that such goodwill belongs exclusively to Licensor and/or the Licensor Indemnitees, as the case may be, and that the MLB Marks have acquired a secondary meaning in the minds of the purchasing public.

**13. SPECIFIC UNDERTAKINGS OF LICENSEE:** During the License Period, each additional license period, if any, and thereafter in perpetuity, Licensee represents, warrants and agrees that:

**A.** It will not acquire any rights in the Licensed Properties as a result of its use thereof (or the MLB Marks, if used previously by Licensee) and all uses of the Licensed Properties or MLB Marks shall inure to Licensor's benefit;

**B.** It will not use MLB Marks not licensed hereunder, or directly or indirectly (i) attack the title of Licensor and/or the MLB Entities in and to the MLB Marks or any copyright, trademark, service mark or trade dress pertaining thereto, (ii) attack the validity of the license granted hereunder, (iii) use the Licensed Properties in any manner other than as licensed hereunder, or (iv) otherwise violate Paragraph 15;

**C.** It will not at any time apply for any registration of any copyright, trademark, service mark or other designation which would affect the ownership of the MLB Marks, or file any document with any governmental authority or take any action which would affect the ownership of the MLB Marks or aid or abet anyone in doing so;

**D.** It will not harm, misuse or bring into disrepute the MLB Marks;

**E.** It will manufacture, sell, promote, advertise and distribute the Licensed Products in a legal and ethical manner and in accordance with the terms and intent of this Agreement;

**F.** It will not create any expenses chargeable to Licensor without the prior written approval of Licensor;

**G.** It will protect to the best of its ability the right to manufacture, sell and distribute the Licensed Products hereunder;

**H.** It will not use the Licensed Products for combination sales, as self-liquidating or free giveaways or for any similar method of merchandising without the prior written consent of Licensor and will exercise due care that its customers likewise will refrain from making such use of the Licensed Products;

**I.** It will not, without the prior written consent of Licensor, enter into any sublicense or agency agreement for the manufacture, sale, promotion, advertisement or distribution of the Licensed Products;

**J.** It will not engage in tying practices, illegal restraints of trade, or selling practices that exclude any members of the retail trade for any reason other than poor credit history, known lack of integrity or disregard for the rights of Licensor and/or any of its affiliates. Nothing in the preceding sentence shall be deemed to require Licensee to violate any other term of this Agreement;

**K.** It will not use, or knowingly permit the use of, the Licensed Products as a "Premium" (as defined below), except with the prior written consent of Licensor (in the form of an executed premium license from Licensor) and the specific negotiation of a higher Royalties payment therefor. For purposes of this Agreement, the term "Premium" shall be defined as including, but not necessarily limited to, free or self-liquidating items offered to the public in conjunction with the sale or promotion of a product or service, including traffic building or continuity visits by the consumer/customer, or any similar scheme or device, the prime intent of which is to use the Licensed Products in such a way as to promote, publicize

and/or sell the products, services or business image of the third party company or manufacturer. Premium use shall also specifically include distribution of the Licensed Products for retail sale through distribution channels (including, without limitation, catalogs) offering earned discounts or "bonus" points based upon the extent of usage of the offeror's product or service. Licensee represents and warrants that during the License Period and thereafter it shall not, without the prior written approval of Licensor, use any ticket(s) or pass(es) to any game, event or activity conducted by or on behalf of Licensor or any MLB Entity or Licensor Indemnitee (whether or not an MLB Mark is used in conjunction therewith) in connection with a consumer contest, sweepstakes or promotion including, without limitation, offering such ticket(s) or pass(es) as a Premium (including, without limitation, as a prize or inducement to participate); provided, however, that the foregoing shall not preclude Licensee from using tickets to a Club's regular season game, event or activity in a Club's home broadcasting territory pursuant to an agreement between Licensee and the Club;

**L.** It will comply with such guidelines and/or requirements as Licensor may announce from time to time, including, without limitation, the terms and conditions contained in any licensee manual provided to it by an MLB Entity. It will comply with all laws, regulations and standards relating or pertaining to the manufacture, sale, distribution, advertising, promotion or use of the Licensed Products (including, without limitation, the United States Foreign Corrupt Practices Act and any applicable anti-bribery legislation, and the terms and conditions set forth in the attached **Exhibit 2**) and shall maintain the highest quality and standards, and shall comply with the requirements of any regulatory agencies (including, without limitation, the United States Consumer Product Safety Commission) which shall have jurisdiction over the Licensed Products;

**M.** It guarantees that the Licensor Indemnitees (other than Globe Life and Accident Insurance Company), official Club and/or Licensor retail stores, Club in-stadium concessionaires and the Minor League Clubs shall be permitted to purchase the Licensed Products from Licensee for their retail sale at Licensee's lowest possible wholesale price and shall receive prompt shipments and/or deliveries of the Licensed Products, without regard to the relatively small volume their orders may represent. Licensor, the Licensor Indemnitees (other than Globe Life and Accident Insurance Company), and the Minor League Clubs shall be permitted to purchase the Licensed Products from Licensee for their use, but not resale, at Licensee's lowest possible price, which shall in no event be greater than its lowest wholesale price. Licensee shall be obligated to pay Royalties on all such sales based on the actual price at which such units were sold to the Licensor Indemnitees by Licensee, unless otherwise specified herein;

**N.** It will furnish to Licensor, upon request of Licensor (which shall be made only for reasonable cause and no more often than once per year), a list of all its distributors, sales representatives and jobbers for the Licensed Products, as well as a list of all its "trade names," said list to include the company name, address, telephone number, territorial representation and key contact name. Licensor agrees that it will not divulge any information provided to it under this Paragraph 13(N) to any other competitor licensing organization;

**O.** Concurrently with its execution of this Agreement, it will provide Licensor with the names, addresses, telephone numbers and names of principal contacts of each party (hereinafter referred to as "Manufacturer") that Licensee desires or intends to have produce one or more of the Licensed Products (including elements thereof) in the event Licensee desires not to be the manufacturer of such Licensed Products. This information shall be set out in **Schedule Q** of this Agreement and Licensee shall specify the Licensed Products number each such Manufacturer will produce. Unless otherwise specified in **Schedule P**, Licensee acknowledges that it may not allow any Manufacturer to act as a distributor of the Licensed Products. Licensee agrees that at no time during the License Period or Sell-Off Period shall it sell, directly or indirectly, to any of the Manufacturers listed in **Schedule Q**, or to any individual or entity affiliated in any manner with any of such Manufacturers, any Licensed Products for subsequent sale or

distribution, without prior written approval of Licensors. In the event Licensee wishes to substitute a Manufacturer listed in Schedule Q or wishes to add to the number of Manufacturers, Licensee shall first provide Licensors with the information set out in Schedule Q regarding the proposed new Manufacturers for Licensors' written approval of such Manufacturers. Licensee's failure to do so may result in termination of this Agreement and/or confiscation and seizure of the Licensed Products. Licensee shall ensure that:

(i) Manufacturer produces no merchandise bearing the MLB Marks other than the Licensed Products specified in this Agreement unless authorized by Licensors;

(ii) Manufacturer produces the Licensed Products only as and when directed by Licensee and in accordance with the terms herein and in compliance with all laws, regulations and governmental rules applicable to the Licensed Products and/or their manufacture;

(iii) Manufacturer does not supply the Licensed Products to any person, firm, corporation or business entity other than Licensee or to such entities as may be authorized by Licensee and Licensors jointly; and

(iv) Manufacturer does not delegate in any manner whatsoever its obligations with respect to the Licensed Products.

Prior to the delivery of the Licensed Products from Manufacturer to Licensee, Licensee shall submit to Licensors, free of cost, for its written approval as to quality and style, at least two samples of the Licensed Products produced by Manufacturer;

**P.** It will not manufacture or allow the manufacture, or accumulate inventory, of the Licensed Products, at a rate greater than its average rate during the License Period as the end of the License Period approaches;

**Q.** It will not sell the Licensed Products to parties whom it knows or reasonably should know will resell or distribute such Licensed Products outside the Licensed Territory;

**R.** It will not disclose any confidential, private, restricted or otherwise nonpublic information concerning any Major League Baseball-affiliated entity (including, without limitation, all information contained in the Schedules attached hereto) which, it acknowledges, it may become privy to during the term of this Agreement. In addition, Licensee acknowledges and agrees that, to the extent it receives an identification/user code and password to be used to access Licensors' On-Line Style Guide, Licensee agrees to treat as confidential such codes, such that it shall only disclose the same to Licensee's employees, representatives and agents involved in the manufacture and design of the Licensed Products and then only on a need-to-know basis, and shall ensure that such individuals maintain the strict confidentiality thereof;

**S.** It has not granted and will not grant a security interest to or in the Licensed Products unless and until it notifies Licensors in writing of each such security interest and otherwise complies with the following conditions:

(i) the grant of rights in the Licensed Products represents a non-assignable security interest and not a conveyance of ownership;



- (ii) such secured party is a credible financial institution which maintains at least an A-rating from a nationally recognized credit rating agency (such as Moody's or Standard & Poors) throughout the License Period;
- (iii) such secured party shall not be entitled to complete works-in-process or raw materials used to create the Licensed Products; and
- (iv) Licensee shall contractually require that if such secured party wishes to sell the affected Licensed Products upon Licensee's default of such security agreement, then the secured party shall first offer Licensor the opportunity to purchase such inventory at the lesser of the lowest applicable wholesale value therefor (factoring in the age and condition of the inventory) or the lowest "qualified bid". For purposes of this Agreement a "qualified bid" shall be any bona fide, arm's length bid offered other than by a party (1) who Licensor would not approve as a purchaser hereunder, or (2) who is related to or affiliated with Licensee (including, without limitation, a Licensee Affiliate). In the event Licensor does not exercise such option to purchase the inventory, Licensee shall obtain Licensor's written approval of such sale upon at least fifteen (15) Licensor business days' advance written notice to Licensor; it being understood that Licensor may grant or deny approval in its sole discretion:
  - (a) if approval is denied, Licensor shall be entitled to order the destruction or return of such Licensed Products upon the payment to such secured party by Licensor of the actual manufacturer's cost of such goods factoring in the age and condition of the inventory.
  - (b) if approval is granted, the sale shall be conditioned upon (1) the payment to Licensor of all Royalties due to Licensor on such sales, based on the terms of this Agreement, within fifteen (15) days from such sale (and any outstanding obligations owed to Licensor, if requested by Licensor), (2) the secured party's carrying of insurance of the type required of Licensee in Schedule M hereof prior to consummating such sale, (3) Licensor's approval of said Licensed Products pursuant to Paragraph 10 hereof, (4) the manner of the sale (including, without limitation, Licensed Territory, method of distribution and License Period) complies in all aspects of this Agreement; and (5) the secured party's agreement to indemnify Licensor and each of its affiliates referenced in Paragraph 7(C) hereof from all claims relating to such sale.

T. It has not had and does not have an investment or interest in casinos, any other form of gambling enterprise, or any activity that Licensor or any other Major League Baseball related entity has made unauthorized or which is contrary to official policy of Major League Baseball;

U. With respect to any Licensed Products manufactured outside the Licensed Territory (which shall be allowed pursuant to the terms hereunder), (i) it will take receipt of goods at ports of entry located in the Licensed Territory only, (ii) it will not allow any entity in the Licensed Territory, including but not limited to distributors, wholesalers and retailers, to accept shipment of the Licensed Products from any manufacturer of such Licensed Products based outside the Licensed Territory, and (iii) it will distribute such Licensed Products to third parties, including but not limited to distributors, wholesalers and retailers, from Licensee's principal place of business only or from Licensee's owned and operated warehouses or facilities wherein Licensee has a physical presence;

V. (i) The name identified in **Schedule B** is the corporate name of Licensee, and is reflected as such in all corporate, legal and governmental filings, (ii) Licensee has full power and authority to execute and deliver this Agreement and perform its obligations hereunder (and if a corporation, duly incorporated in the city/state/province/country specified in **Schedule B**); (iii) Licensee has duly executed and delivered this Agreement; (iv) this Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable against it in accordance with the terms hereof; and (v) Licensee's execution, delivery, and performance of this Agreement does not and will not conflict with, result in the breach of, or constitute a default under any arrangement or agreement to which it is a party or by which it is bound;

W. Except as disclosed pursuant to Paragraph 13(S) above, Licensee has granted to no individual or entity a preference, security interest, or lien in the Licensed Products;

X. It shall inform Licensor promptly and in writing of any default by it under an agreement with a secured lender in which the Licensed Products are implicated and/or any agreement with any affiliate of Licensor;

Y. It will not commence any proceeding or seek any financial or other form of relief or remedy in a judicial, arbitration, or mediation forum against any Licensor Indemnitee in respect of claims, losses, promises, causes of action, demands, or damages, arising out of (i) the manner in which the Licensor Indemnitees are organized, (ii) the conduct of the Licensor Indemnitees' business including the Licensor Indemnitees' status and role as licensing agents (whether exclusive or non-exclusive) for the Clubs, (iii) Licensor's authority to license the MLB Marks, and (iv) challenges to the validity, legality, and enforceability of this Agreement; and

Z. It shall not engage in any practice that would contractually or otherwise preclude another licensee of Licensor from selling that licensee's Licensor-licensed products to Clubs or other Major League Baseball-related entities. Among other things, Licensee is prohibited from entering into any agreements or arrangements with a Club, retailer or other third party that would have the effect of preventing the distribution of another licensee's Licensor-licensed products to or by any Clubs, Club owned or controlled retail outlets, other retail outlets in the Clubs' ballparks, or retail locations online that are owned or controlled by the Club or MLB Advanced Media, L.P. (each a "Club Distribution Outlet" and collectively, the "Club Distribution Outlets"), unless otherwise approved in writing by Licensor. Nothing herein shall be deemed (i) to require Licensee to violate any other term of this Agreement, (ii) to require any Club Distribution Outlet to purchase any Licensor-licensed product from a particular licensee or from all licensees, or (iii) to prohibit Licensee from offering discounts for greater purchases of Licensed Product by a Club Distribution Outlet.

**14. APPROVAL OF MANUFACTURER, ETC.:** Nothing contained herein may be construed so as to imply endorsement of Manufacturer by Licensor or the Licensor Indemnitees. Licensee shall seek Licensor's written approval of Manufacturer prior to Licensee's engagement of Manufacturer. Any approval of Manufacturer granted by Licensor must be in writing and relates solely to the manufacturing of the Licensed Products and shall not constitute a grant of any right, title or interest in or to the MLB Marks. Licensor hereby reserves the right to terminate in its discretion the engagement of Manufacturer at any time and for any reason. Additionally, Licensor may confiscate goods or samples imported by Licensee or shipped by Manufacturer that bear any of the Licensed Properties and that have not been approved by Licensor.

**15. ACKNOWLEDGEMENT OF RIGHTS:**

**A.** Licensee hereby acknowledges the proprietary nature of all MLB Marks and acknowledges that all rights, title and interest to the MLB Marks, including Derivative Works (as defined below) created therefrom, belong to the individual MLB Entities and/or Licensor, as the case may be. For purposes of this Paragraph 15, "Derivative Works" refers to arrangements, modifications and alterations of the MLB Marks, but does not include artwork created by Licensee and not incorporating such Derivative Works which is used in connection with the Licensed Properties on the Licensed Products. Licensee represents that it has not made any unauthorized use of MLB Marks, including, without limitation, those contained in Licensor's Official Style Guide, and acknowledges that a license from the MLB Entities and/or Licensor is required in order to use such MLB Marks or create derivatives thereof, and agrees that it will during or after the License Period make no use of any such MLB Marks, other than as provided in this Agreement, without the prior written consent of Licensor or the appropriate individual MLB Entity. Any use Licensee has made of the MLB Marks or will make of the Licensed Properties has not conferred or will not confer, as the case may be, any rights or benefits upon it whatsoever, and any rights created by such use shall inure to the benefit of the individual MLB Entities and/or Licensor, as the case may be. Licensee further acknowledges that for purposes of this Paragraph 15, "use" includes, but is not limited to, trademark, fair, incidental, descriptive or functional uses.

**B.** Licensee also acknowledges that it will not manufacture, distribute or sell any products (other than the Licensed Products or Premium products approved by Licensor), or produce or direct the production of any promotional item (other than as approved by Licensor), utilizing the primary colors of Clubs or Major League Baseball games or events marks or anything closely similar thereto in combination with baseball indicia or the geographic designation of a Club in a manner which is likely to create the impression or actually creates the impression that such products are associated with such Club or Major League Baseball game or event; provided, however, that the foregoing limitation regarding the use of certain colors in combination with the geographic designation of a Club shall not apply to the extent that another professional or college sports team or program has the same geographic designation as such Club and colors identical or closely similar to those of such Club and such use is consistent with other styles of products currently being sold by Licensee pursuant to a license with such professional or college sports team. In addition, Licensee shall not feature, depict or otherwise include any images, pictures, posters, photographs, caricatures or likenesses in a still or moving form (collectively, "Images") (in whole or in part) of current or former players, coaches or managers wearing any item resembling a Major League Baseball uniform or a component of such uniform in any material including, without limitation, a consumer product, advertising, or promotional materials, without obtaining the express written permission of Licensor prior to such depiction. For purposes of this Agreement, jerseys, pants, jackets, caps, helmets, and catchers equipment are considered components of a Major League Baseball uniform. For the avoidance of doubt, the foregoing shall preclude Licensee from, among other things, using any Images that feature a component of a Major League Baseball uniform that is airbrushed, intentionally blocked or covered, or otherwise altered. Nothing in this Paragraph 15(B) is intended to deny Licensee the right to produce or distribute any Licensed Product, Premium Product, or promotional item if and as approved in advance and in writing by Licensor.

**C.** Licensee acknowledges and agrees that to the extent the Licensed Products incorporate a design or slogan that is provided or created by Licensor or designed by Licensee for use with Licensor and which is Major League Baseball-themed and capable of being protected under U.S. copyright, trademark, trade dress, misappropriation, dilution, or other similar laws, then, unless otherwise agreed upon in writing, such design or slogan (hereinafter, "MLB Intellectual Property") shall be owned by Licensor and/or the respective MLB Entities. Nothing herein modifies or affects Licensee's obligations under this Agreement to search and clear all intellectual property that it creates or uses and which is not among the

Licensed Properties at the time of such use or creation unless, in the case of MLB Intellectual Property, Licensors represent in writing that it has secured and cleared such design or slogan for the intended use.

**16. TERMINATION:**

**A. Immediate Termination:** Licensors shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following events (herein called "defaults"):

(i) If Licensee fails to deliver to Licensors or to maintain in full force and effect the insurance specified in **Schedule M** hereof; or

(ii) If any governmental agency or court of competent jurisdiction finds that the Licensed Products are defective in any way, manner or form; or

(iii) If Licensee shall breach any one of the following undertakings set forth in Paragraph 13 hereof: 13(A) through (F), (H) through (K), (Q), (R), (T) or (Y); or

(iv) If Licensee shall undergo a change in majority or controlling ownership; or

(v) If Licensee breaches this Agreement and that breach is incapable of complete cure; or

(vi) If Licensee is in default of any provision of an agreement with a lender possessing a security interest in the Licensed Products; or

(vii) If Licensee shall breach any other existing agreement with Licensors or any Major League Baseball-affiliated entity and fails to cure such breach pursuant to the terms thereof; or

(viii) If any one of the defaults specified in Paragraph 16(B) should occur more than once during the License Period; it being understood that this provision shall not limit any of Licensors' other rights under this Paragraph 16(A); or

(ix) If Licensee (a) does not in good faith commence the manufacture of the Licensed Products during the License Period (or the specific date set forth in **Schedule P**, if and as applicable), and to distribute and sell each Licensed Product throughout the Licensed Territory during the License Period (or the specific date set forth in **Schedule P**, if and as applicable), but such default and Licensors' resultant right of termination shall apply only to the specific Licensed Products and/or the specific territory(ies) which or wherein Licensee fails to meet said requirements, or (b) fails to earn and pay to Licensors in Royalties (per **Schedule L**) at least seventy-five percent (75%) of the Guaranteed Compensation payable during any year of the License Period as measured at the end of each such calendar year.

**B. Termination With Cure Period:** Licensor shall have the right to terminate this Agreement upon the occurrence of any one or more of the following defaults, and Licensee's failure to cure such default(s) completely within ten (10) business days from Licensee's receipt of notice from Licensor:

(i) If Licensee fails to make any payment due hereunder on the date due, or fails to satisfy any outstanding payment obligation under any other agreement with Licensor, at which time all such monies, together with all other monies owed pursuant to Schedule K and Schedule L of this Agreement shall become due and payable to Licensor; or

(ii) If Licensee fails to deliver any of the statements hereinabove referred to or to give access to the premises and/or license records pursuant to the provisions hereof to Licensor's authorized representatives for the purposes permitted hereunder; or

(iii) If Licensee is unable to pay its debts when due, or makes any assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or files or has filed against it any petition under the bankruptcy or insolvency laws of any jurisdiction, county or place, or shall have or suffer a receiver or trustee to be appointed for its business or property, or be adjudicated a bankrupt or an insolvent. In the event the license granted hereunder is terminated pursuant to this Paragraph 16(B)(iii), neither Licensee nor its receivers, representatives, trustees, agents, administrators, successors and/or assigns shall have any right to sell, exploit or otherwise deal with or in the Licensed Products without the prior written consent of Licensor; or

(iv) If Licensee shall discontinue its business as it is now conducted;  
or

(v) If Licensee shall breach any of the undertakings set forth in Paragraph 13 hereof, except as otherwise provided in Paragraph 16(A)(iii) above;  
or

(vi) If Licensee shall breach any of the other terms of this Agreement;  
or

(vii) If, in the periodic statements furnished pursuant to Paragraph 5 hereof, the amounts owed to Licensor are significantly or consistently understated.

**C.** Licensor's right to terminate this Agreement shall be without prejudice to any other rights which it may have, whether under the provisions of this Agreement, in law or in equity or otherwise. In the event any of these defaults occurs and Licensor desires to exercise its right of termination under the terms of this Paragraph 16, Licensor shall give notice of termination in writing to Licensee. Any and all payments then or later due from Licensee hereunder (including Advance Compensation) shall then become promptly due and payable in full to Licensor and without set off of any kind; i.e., no portion of any prior payments made to Licensor shall be repayable to Licensee. Until payment to Licensor of any monies due it, Licensor shall have a lien on any units of the Licensed Products not then disposed of by Licensee and on any monies due Licensee from any jobber, wholesaler, distributor, sublicensee or other third parties with respect to sales of the Licensed Products. Upon termination or expiration of the term hereof, all rights,

licenses and privileges granted to Licensee hereunder shall automatically revert to Licensor and Licensee shall execute any and all documents evidencing such automatic reversion.

**17. FINAL STATEMENT UPON TERMINATION OR EXPIRATION:** Licensee shall deliver to Licensor, as soon as practicable, following expiration or termination of this Agreement, a statement indicating the number and description of the Licensed Products on hand. Following expiration Licensee may manufacture no more Licensed Products, but, subject to the terms of the following sentence, may continue to distribute its remaining inventory during the period specified in Schedule H (herein defined as the "Sell-Off Period"), subject to the terms of Paragraph 13(P) hereof and payment of applicable Royalties relative thereto; provided, however, that such Royalties shall not be applicable against Advance Compensation or Guaranteed Compensation. Notwithstanding the foregoing, Licensee shall not manufacture, sell or distribute any Licensed Products (i) after termination of this Agreement by Licensor, (ii) after expiration of the Sell-Off Period, or (iii) upon Licensee's default hereunder pursuant to the terms of Paragraph 16. Furthermore, Licensee shall ensure that the distributors, jobbers and middlemen with whom it deals in respect of the Licensed Products shall not distribute the Licensed Products after the occurrence of any one of the events identified in (i), (ii) or (iii) in the previous sentence. Licensor shall have the option to conduct physical inventories before termination, and before expiration and continuing until the end of the Sell-Off Period, in order to ascertain or verify such inventories and/or statement. Immediately upon the earlier of termination and expiration of the Sell-Off Period, Licensee shall furnish Licensor a detailed statement certified by an officer of Licensee showing the number and description of Licensed Products on hand in its inventory and shall dispose of such inventory at Licensor's direction and at Licensee's expense. In the event Licensee refuses to permit Licensor to conduct such physical inventory, Licensee shall forfeit its right hereunder to dispose of such inventory. In addition to such forfeiture, Licensor shall have recourse to all other remedies available to it.

**18. INJUNCTION:** Licensee acknowledges that its breach of any of the terms or conditions of this Agreement, or its failure upon the expiration or termination of this Agreement to cease the manufacture of the Licensed Products and limit their distribution and sale as provided in Paragraph 17 hereof, shall result in immediate and irreparable damage to Licensor. Licensee also acknowledges that there may be no adequate remedy at law for such failures and that in the event thereof Licensor shall be entitled to equitable relief in the nature of an injunction and to all other available relief, at law and/or in equity.

**19. RESERVATION OF RIGHTS:** Licensor retains all rights not expressly and exclusively conveyed herein, and Licensor may license firms, individuals, partnerships or corporations to use the Licensed Properties and all other MLB Marks (including Derivative Works), artwork and textual matter in connection with other products, including other products identical to the Licensed Products contemplated herein. Licensor reserves the right to use, or license others to use and/or manufacture, the Licensed Properties on identical items as Premiums, and in connection with the trademarks, service marks, trade dress, and copyrights associated with the Minor League Clubs. Licensor reserves the right to license Loyola Academy, an Illinois educational institution ("Loyola Academy"), the right to use, and to authorize others to use, the distinctive interlocking stylized "LA" trademarks of the Los Angeles Dodgers in connection only with the Loyola Academy's services and goods. Nothing in this Paragraph 19 shall constitute a waiver by Licensee of its patent rights or a license to Licensee's patent rights. In the event Licensee develops a patentable design concept (e.g., a unique closure system, stabilizer, footbed, etc.) and uses it in connection with the Licensed Products, such use shall not confer patent rights to such design concept to Licensor, and Licensee may use such patented design concept on other products.

**20. PAYMENTS AND NOTICES:** All notices and statements provided for herein shall be in writing, and all notices hereunder are to be sent to Major League Baseball Properties, Inc., 245 Park Avenue,



New York, New York 10167, Attention: General Counsel. All statements and payments shall be made to Major League Baseball Properties, Inc. and sent to an address designated by Licensor.

**21. WAIVER, MODIFICATION, ETC.:** No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein. No waiver by either party hereto of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. The exercise of any right granted to either party hereunder shall not operate as a waiver. The normal expiration of the term of this Agreement shall not relieve either party of its respective obligations accruing prior thereto, nor impair or prejudice the respective rights of either party against the other, which rights by their nature survive such expiration. Licensor makes no warranties or representations to Licensee except those specifically expressed herein.

**22. NO PARTNERSHIP, ETC.:** This Agreement does not constitute and shall not be construed as constituting an agency, partnership or joint venture relationship between Licensee and Licensor and/or the MLB Entities. Licensee shall have no right to obligate or bind Licensor in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons.

**23. NON-ASSIGNABILITY AND LICENSEE REPRESENTATIONS:** Licensee acknowledges and recognizes: (a) that it has been granted the license described in Paragraph 1 because of its particular expertise, knowledge, judgment, skill and ability; (b) that it has substantial and direct responsibilities to perform this Agreement in accordance with all of the terms contained herein; (c) that Licensor is relying on Licensee's unique knowledge, experience and capabilities to perform this Agreement in a specific manner consistent with the high standards of integrity and quality associated with Major League Baseball as a national sport and with Major League Baseball-logged merchandise; and (d) that the granting of the license under this Agreement creates a relationship of confidence and trust between Licensee and Licensor. This Agreement is personal to Licensee, and Licensee shall not sublicense or franchise any of its rights hereunder, and neither this Agreement nor any of the rights of Licensee hereunder shall be sold, transferred or assigned by Licensee without Licensor's prior written approval and no rights hereunder shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other party. Licensee acknowledges and agrees that Licensor may assign this Agreement to a successor-in-interest or any of its affiliated entities without notice to, or approval by, Licensee. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

**24. PARAGRAPH HEADINGS:** Paragraph headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given any legal effect.

**25. CHOICE OF LAW & ARBITRATION:** The validity, construction, and enforceability of this Agreement, and all matters or disputes arising under, in connection with or related to this Agreement (including any arbitration proceeding pursuant to this Paragraph 25), shall be governed by the laws of the State of New York, without regard to its conflict of law principles, applicable to contracts entered into and performed entirely within that State. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York County, New York State. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of

both parties. The arbitration shall be conducted by one (1) arbitrator in accordance with the AAA Rules for Expedited Procedures, which arbitrator shall be selected in accordance with the AAA Rules for Expedited Procedures, and which arbitrator shall have had at least twenty (20) years' experience in general commercial transactions and contract disputes. In connection with any arbitration proceeding: (a) no arbitrator shall have been employed by either party hereto and its consultants within the previous five (5) year period; (b) the arbitrator shall be neutral and independent of the parties to this Agreement; (c) no arbitrator shall be affiliated with any party's auditors; and (d) no arbitrator shall have a conflict of interest with (including, without limitation, any bias towards or against) either party hereto. The arbitrator will have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated herein. The award of the arbitrator shall be accompanied by a reasoned opinion. Either party also may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction located in New York County, New York State, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal.

**26. SEVERABILITY:** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**27. TIME OF THE ESSENCE:** Time is of the essence of all parts of this Agreement.

**28. ACCEPTANCE BY LICENSOR:** This instrument, when signed by Licensee or a duly authorized officer of Licensee if Licensee is a corporation, shall be deemed an application for a license and not a binding agreement unless and until signed by a duly authorized officer of Licensor. The receipt and/or deposit by Licensor of any check or other consideration given by Licensee and/or the delivery of any material by Licensor to Licensee shall not be deemed an acceptance by Licensor of this application. The foregoing shall also apply to any documents relating to renewals or modifications hereof.

**29. INTEGRATION:** This Agreement, when fully executed, shall represent the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof.

**30. GRANT OR DENIAL OF APPROVALS:** In any instance where any approval is required under this Agreement (including, without limitation, pursuant to Paragraphs 7, 10, and 14), Licensee understands, acknowledges and agrees that such approval shall be granted or withheld in Licensor's sole discretion.

**31. SURVIVAL OF PROVISIONS:** Paragraphs 2, 6, 7, 8, 12, 13(A), (B), (C), (D), (F), (H), (I), (K), (Q), (R) and (Y), 15, 17, 18, 19, 21, 22, 24, 25, 26, 30, 31, and 32 shall survive any termination or expiration of this Agreement.

**32. MISCELLANEOUS:** By signing below, Licensee acknowledges that this Agreement is for the term specified in **Schedule G** only and that neither the existence of this Agreement nor anything contained herein shall impose on Licensor any obligation to renew or otherwise extend this Agreement after expiration of the License Period. Licensee acknowledges and agrees that Licensor may, through its counsel or other employees, agents or representatives, communicate directly with Licensee (including Licensee's business persons) concerning any potential or existing breach of this Agreement or any other matter relating to the Licensed Properties (other than in the context of actual litigation, arbitration, or mediation wherein Licensor and Licensee, respectively, are adversarial litigants) irrespective of whether Licensee's counsel is involved in such communications. Licensee further acknowledges and agrees that it has reviewed this

Agreement with its counsel and understands and agrees to every provision contained herein. Licensee additionally acknowledges and agrees that no agreement shall confer renewal or extension rights unless executed by Licensor. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

**SCHEDULE A**

**MLB ENTITIES**

The "MLB Entities" shall be defined as the thirty (30) Major League Baseball clubs (each a "Club" and collectively the "Clubs"), and the Office of the Commissioner of Baseball (the "BOC").

**SCHEDULE B**

**LICENSEE LEGAL NAME AND ADDRESS**

"Licensee" shall be defined as Florida Sports Foundation with offices at 101 N. Monroe St., #1000, Tallahassee, Florida 32301.

**LICENSEE PLACE OF INCORPORATION**

Licensee is duly incorporated in Florida.

**SCHEDULE C**

**LICENSOR INDEMNITEES**

The "Licensor Indemnitees" shall be defined as Major League Baseball Properties, Inc., MLB Japan Co., Ltd., Major League Baseball Europe, Ltd., MLB Advanced Media, Inc., MLB Advanced Media, L.P., MLB Media Holdings, L.P., MLB Online Services, Inc., The MLB Network, LLC, the BOC, the Clubs, and their respective subsidiary or affiliated companies.

**SCHEDULE D**

**LICENSED PROPERTIES**

- (1) The following logos and word marks: AL logos and word marks, American League and National League logos and word marks, NL logos and word marks, Major League word mark, Major League Baseball word mark, Major League Baseball silhouetted batter logos, MLB logos and word mark, What A Game word mark, I Live For This logos, Opening Day logos, Opening Night logos, Opening Series logos, Opening Week logos, Opening Weekend logos and This Is Beyond Baseball logos and word mark.
- (2) The then-current (as defined in Paragraph 1) primary, secondary and headwear logos, patches, uniform lettering and designs, images, colors and color combinations, trade dress, characters, symbols, designs, likenesses, visual representations, and word marks, of the Miami Marlins and Tampa Bay Rays.
- (3) World Series logos and word mark.

Unless specifically included above, Licensee is not authorized to use the name, image, or design of any Club mascot or ballpark.

Licensor acknowledges and agrees that the Licensed Properties set forth in **Schedule D, Licensed Properties** Nos. 1 and 3 shall be deemed to include additional marks owned or controlled exclusively by Licensor that are cleared for use by Licensor, created after the execution of this Agreement (but during the

License Period), and which pertain to (a) campaigns promoting Major League Baseball and not sponsored by, or associated with, a third party that are created by or on behalf of Licensor, and (b) the Postseason and individual Postseason series, provided, however that any such use shall be subject to additional terms and conditions, and restrictions, if and as communicated by Licensor's General Counsel (collectively, the "New MLB Marks"). Any such New MLB Marks (and the attendant additional terms, conditions, and restrictions) shall be provided to Licensee by Licensor in writing and shall be considered incorporated herein.

#### **SCHEDULE E**

##### **LICENSED PRODUCTS**

1. License plates in either standard or personalized styles issued by the state of Florida, featuring the Licensed Properties of the Miami Marlins specified in **Schedule D, Licensed Properties** No. 2 with or without any of the Licensed Properties specified in **Schedule D, Licensed Properties** Nos. 1 and 3.
2. License plates in either standard or personalized styles issued by the state of Florida, featuring the Licensed Properties of the Tampa Bay Rays specified in **Schedule D, Licensed Properties** No. 2 with or without any of the Licensed Properties specified in **Schedule D, Licensed Properties** Nos. 1 and 3.

Rights to utilize (i) the names, likenesses and/or signatures of any individuals (including, without limitation, Major League Baseball players), and (ii) any copyright, trademark or other property or identifications belonging to any entity other than those identified in Paragraph 1 and **Schedule D** of this Agreement (collectively, (i) and (ii) are "Third Party Rights"), are not granted under this Agreement. Upon request, Licensee must present to Licensor written evidence of having obtained the proper authorization to utilize any such Third Party Rights. To the extent that Licensee wishes to create a "Co-Branded Product" (as defined below) or include in the Licensed Products Third Party Rights not specifically referenced in this Agreement, there shall be no need for further amendment hereto (unless required by Licensor on a case-by-case basis), so long as Licensee (a) receives Licensor's General Counsel's advance written approval (which may be conditioned upon additional consideration or commitments from Licensee) and (b) obtains all requisite consents. Nothing herein releases, waives, modifies, or otherwise affects Licensee's obligation to comply with all of the terms of this Agreement (including, without limitation, Paragraphs 7 and 10 hereof). For purposes of this Agreement, a "Co-Branded Product" shall mean the inclusion of a third party licensor's (other than a Licensor Indemnitee's) brand or character rights in a Licensed Product.

#### **SCHEDULE F**

##### **LICENSED TERRITORY**

The State of Florida.

#### **SCHEDULE G**

##### **LICENSE PERIOD**

January 1, 2020 – December 31, 2023.

**SCHEDULE H**

**SELL-OFF PERIOD**

Sixty (60) days.

**SCHEDULE I**

**REPORTING PERIOD**

Monthly.

**SCHEDULE J**

**APPROVALS**

Licensors shall have twenty (20) Licensors business days to approve, consent to, disapprove, deny or comment upon all items or matters submitted to Licensors under this Agreement in accordance with Paragraph 10.

In the event that upon the expiration of such period, Licensors has not approved, consented to, disapproved, denied or commented upon such items or matters, Licensee shall provide Licensors with written notice that such approval, consent, disapproval, denial or comment is overdue and Licensors shall then have an additional five (5) Licensors business days to respond.

In the event that upon the expiration of such additional period, Licensors has not approved, consented to, disapproved, denied or commented upon such items or matters, then such items or matters shall be deemed approved.

**SCHEDULE K**

**CURRENCY**

All amounts reflected in this Agreement shall be in U.S. dollars.

**ADVANCE AND GUARANTEED COMPENSATION**

**TOTAL GUARANTEED COMPENSATION: \$4.00  
PAYABLE AS:**

**1. ADVANCE COMPENSATION due upon signing, but in no event later than:**

January 15, 2020 ..... \$1.00

**Total 2020 Guarantee ..... \$1.00**

**2. GUARANTEED COMPENSATION due as follows:**

January 15, 2021 ..... \$1.00



**Total 2021 Guarantee ..... \$1.00**

January 15, 2022 ..... \$1.00

**Total 2022 Guarantee ..... \$1.00**

January 15, 2023 ..... \$1.00

**Total 2023 Guarantee ..... \$1.00**

#### **SCHEDULE L**

##### **ROYALTIES**

Fourteen percent (14%) of Net Wholesale Sales (as defined in Paragraph 4(B)). Royalties shall be applied against Total Guaranteed Compensation payable in the same calendar year only, without carryover. Royalties attributable to Premium sales of the Licensed Products shall not be applied against Total Guaranteed Compensation.

#### **SCHEDULE M**

##### **INSURANCE REQUIREMENTS**

1. Commercial General Liability Insurance with minimum limits of:  
\$1,000,000 (one million dollars) Each Occurrence;  
\$1,000,000 (one million dollars) General Aggregate; and  
\$1,000,000 (one million dollars) Products/Completed Operations Aggregate.
2. Errors & Omissions Liability Insurance, with a minimum limit of: N/A.
3. Umbrella Liability Insurance, in excess of **Schedule M.1.** and **Schedule M.2.** above, with minimum limits of:  
\$2,000,000 (three million dollars) Each Occurrence; and  
\$2,000,000 (three million dollars) General Aggregate.

#### **SCHEDULE N**

##### **PRODUCT CREDIT**

N/A.

#### **SCHEDULE O**

##### **ADVERTISING, MARKETING & PROMOTION**

Licensee shall not engage in any advertising, marketing or promotional activity that conflicts with any advertising, marketing or promotional activity of any MLB Entity; provided however, that the foregoing shall not apply to advertised prices, price promotions, or similar commercial offerings. By way of example only, Licensee shall not purchase signage in a Club's ballpark dugout to promote the Licensee's brand, in conflict with MLBAM's purchase of the same to promote the MLB.com brand. Licensee agrees that all assets purchased or otherwise obtained by Licensee from or on behalf of a Club pursuant to the

that all assets purchased or otherwise obtained by Licensee from or on behalf of a Club pursuant to the expenditures required to be made pursuant to this Agreement, and all advertising purchased or produced by it or on its behalf to promote the Licensed Products shall include references to MLB.com or a Club's URL, in each case in a manner pre-approved in writing by Licensor and the applicable Club.

## **SCHEDULE P**

### **MISCELLANEOUS**

1. To the extent Licensee produces any product pursuant to this Agreement wherein Major League Baseball-related names, trademarks or copyrights are used in the title of the Licensed Product (e.g., "MLB" or "Major League Baseball"), Licensee agrees that (i) Licensor is the exclusive owner of Licensor's name, trademarks and copyrights (including, without limitation, word marks and associated designs), (ii) Licensee's use of Major League Baseball-related name, trademarks or copyrights as part of said title of the Licensed Product does not establish in Licensee any proprietary rights (including trademark and/or copyright rights) in and to said title (e.g. "MLB" or "Major League Baseball"), and (iii) Licensee shall not apply to register or assert any rights of any nature in or to any title or design containing any Major League Baseball-related name, trademarks or copyrights unless otherwise approved in writing by Licensor (it being understood that if such approval is given, it shall only authorize Licensee to list the product title in such application when listed together with the appropriate disclaimer regarding the MLB Marks). Licensee agrees that its use of the names, trademarks and/or copyrights of Licensor and the MLB Entities shall inure to the benefit of Licensor or the applicable MLB Entity, as the case may be. Notwithstanding anything to the contrary contained herein, Licensee acknowledges and agrees that it shall not use any MLB Marks in its domain names or other universal resource locators.

2. Licensee acknowledges that it must comply with all provisions of this Agreement, particularly Paragraph 10 with regard to approval of the Licensed Products.

3. Notwithstanding anything to the contrary contained in this Agreement, Licensor acknowledges that Licensee contracts with county auditors throughout the Licensed Territory who in turn contract with subagents to issue vehicle licenses. When a Licensed Product is sold by one of the agents/subagents, Licensee is notified and the Licensed Products are mailed from Licensee's facility. Licensee maintains the inventory of Licensed Products in its facilities.

4. Licensee acknowledges and agrees that any tickets it receives from any MLB Entity, whether through purchase, contractual commitment, or otherwise, may not be offered for any public sale, either through any online resale outlet or any offline ticket reseller.

5. In addition to the requirements of Paragraph 11 in respect of Distributors, Licensee shall ensure that all Commercial Purchasers (as defined below) of the Licensed Products do not (i) alter or modify (including by cutting into pieces) the Licensed Products, (ii) add to the Licensed Products labels, hangtags or other indicia featuring the Commercial Purchaser's corporate identification (collectively, the "Corporate Indicia"), or (iii) package the Licensed Products with other items featuring the Corporate Indicia, in each case, unless Licensee obtains written approval from Licensor. For the purposes of this Agreement, "Commercial Purchasers" shall mean entities or individuals who purchase the Licensed Products for resale (including repackaging for resale). Notwithstanding the foregoing, Corporate Indicia solely identifying the retailer identity or location offering the Licensed Product is permitted so long as such identification does not falsely imply, in Licensor's reasonable discretion, that such retailer is a consumer product licensee of Licensor or another MLB Entity.

**SCHEDULE Q**

**MANUFACTURERS**

- 1) Licensed Product Nos. 1 and 2

Name of Manufacturer: State of Florida Department of Highway Safety and Motor Vehicles

Address: Tallahassee, FL 32399-0500

Telephone: 850-921-0299

Principal Contact: Ed Martin

Approved by Major League Baseball Properties, Inc.: /s/EGO

- 2) Licensed Product No.: \_\_\_\_\_

Name of Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Principal Contact: \_\_\_\_\_

Approved by Major League Baseball Properties, Inc.: \_\_\_\_\_  
Initials

**SCHEDULE R**

**LICENSEE AFFILIATES**

- 1) Licensed Product Nos. 1 and 2

Name of Licensee Affiliate: State of Florida License Tags

Address: All Florida County Tag offices

Approved by Major League Baseball Properties, Inc.: /s/EGO

- 2) Licensed Product No.: \_\_\_\_\_

Name of Licensee Affiliate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Principal Contact: \_\_\_\_\_

Approved by Major League Baseball Properties, Inc.: \_\_\_\_\_

Initials

**SCHEDULE S**

**DISTRIBUTORS**

- 1) Licensed Product Nos. 1 and 2

Name of Distributor: State of Florida License Tags

Address: All Florida County Tag offices

Approved by Major League Baseball Properties, Inc.: /s/EGO

- 2) Licensed Product No.: \_\_\_\_\_

Name of Distributor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Principal Contact: \_\_\_\_\_

Approved by Major League Baseball Properties, Inc.: \_\_\_\_\_

Initials

**SCHEDULE T**

**DISTRIBUTION CHANNELS**

Provided that such distribution does not violate any terms and conditions of this Agreement or applicable law, Licensee may distribute the Licensed Products through the Florida Department of Motor Vehicles locations and the Secretary of State and the Department of Motor Vehicles website.

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**SCHEDULE U**

**BRAND NAMES**

1) Licensed Product No.: \_\_\_\_\_

Brand Name(s): \_\_\_\_\_

In the event Licensee wishes to substitute a brand name for those listed above or wishes to add to the number of brand names, Licensee shall first obtain Licensor's written approval of such brand names.


IN WITNESS WHEREOF, the parties hereto have signed this Agreement:

**MAJOR LEAGUE BASEBALL PROPERTIES, INC.**, on its own behalf and as agent for each of the MLB Entities

BY:  \_\_\_\_\_

TITLE: CORPORATE SECRETARY






**FLORIDA SPORTS FOUNDATION**




BY:  \_\_\_\_\_





TITLE: President/CEO

## EXHIBIT 1







### MAJOR LEAGUE BASEBALL PROPERTIES, INC. TRADEMARK USE LIMITATIONS






CLUB	MARK	LIMITATIONS	COUNTRY
Arizona Diamondbacks	D-BACKS GIVE BACK Logo and Word Mark 	The D-BACKS GIVE BACK logo and word mark may only be used in connection with baseball games and exhibition services, charitable services, charitable fundraising, charitable auctions, apparel, headwear and footwear, novelty buttons, backpacks and other bags, pins and other jewelry and stickers.	Worldwide
Arizona Diamondbacks	DIAMONDBACKS 	On motorcycles or motorcycle-replica products, the DIAMONDBACKS mark may only be used as part of the ARIZONA DIAMONDBACKS unitary mark or the Club's primary logo, such as the following:	Worldwide
Arizona Diamondbacks	Diamondbacks D Snake Mark 	This mark may not be used on footwear unless another mark of the Club or MLBPA appears in close visual proximity, and in no event may it be used on the back heel of the footwear.	Worldwide
Arizona Diamondbacks	Marks that contain the mark DIAMONDBACKS	The mark DIAMONDBACKS may only be used in conjunction with other MLB indicia (e.g. MLB silhouetted batter logo, MAJOR LEAGUE BASEBALL, and MLB) when it is used on golf equipment, such as golf club head covers, golf club bags, golf balls, and/or golf putters.	Worldwide
Arizona Diamondbacks	BAXTER or D BAXTER	These marks must always be used in connection with another mark of the Club and/or an image of the mascot D.Baxter the Bobcat.	Worldwide
Arizona Diamondbacks	DOG DAYS OF SUMMER Logo 	The words DOG DAYS OF SUMMER may not be used alone and must always be used in close visual proximity to the logo.	Worldwide
Arizona Diamondbacks	JOIN THE EVOLUTION Word Mark	This mark must always be used together with another mark of the Club, and may not be used in connection with: (i) Colognes, perfumes, perfumed powders, oils or lotions; (ii) Aromatherapy products; (iii) Massage oils, bath oils or bath salts; or (iv) Vacuum cleaners or steam cleaners.	Worldwide
Arizona Diamondbacks	Los D-Backs Flag Jersey Logo 	This mark must always be used for on-field play apparel and for related apparel for sale in the mainland United States only.	Worldwide








CLUB	MARK	LIMITATIONS	COUNTRY
Atlanta Braves	ALWAYS BRAVE 	This mark may not be used on or in connection with (i) advertising agency services; (ii) skin care products; or (iii) live musical performances (including any post-game concerts) or musical offerings such as CDs or downloadable songs.	Worldwide
Atlanta Braves	BOSTON BEES Word Mark	BOSTON BEES may only be used as a unitary mark and never just as BEES alone.	Worldwide
Atlanta Braves	BRAVES CHOP HOUSE/ BRAVES CHOP HOUSE with tomahawk design 	BRAVES CHOP HOUSE may only be used as a unitary mark and never just as CHOP HOUSE alone.	Worldwide
Atlanta Braves	BRAVES MUSEUM HALL OF FAME Logo 	When this mark is used on or in connection with any product, the "The Ivan Allen Jr." portion of the mark must be removed.	Worldwide
Atlanta Braves	CHOP FEST	This mark may not be used in connection with: <ul style="list-style-type: none"> <li>• Cosmetics, perfumery, laundry and cleaning products;</li> <li>• Pharmaceuticals and dietary substances;</li> <li>• Yarns and threads for textile use; or</li> <li>• Food products.</li> </ul>	Worldwide
Atlanta Braves	CHOPTOBER	This mark may not be used in connection with charitable fundraising services or hair salon or hair cutting services.	Worldwide



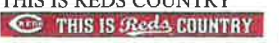

CLUB	MARK	LIMITATIONS	COUNTRY
Atlanta Braves	CHOP ON / #CHOPON	These marks may <b>only</b> be used on or in connection with: <ul style="list-style-type: none"> <li>• Metal key chains;</li> <li>• Electronic and scientific apparatuses, namely, cases for personal digital assistances, cell phone accessories, switch plate covers, calculators, cameras, sunglasses, magnets, protective helmets, computer game disks, computer accessories, and luminous signs;</li> <li>• Watches, clocks, jewelry, key rings and non-monetary coins;</li> <li>• Bags, wallets, toiletry cases, luggage, dog leashes and collars and umbrellas;</li> <li>• Beverage containers;</li> <li>• Towels and cloth pennants;</li> <li>• Clothing, footwear and headwear, or</li> <li>• Bobbing head dolls, baseballs, baseball bats and miniature batting helmets.</li> </ul>	Worldwide
Atlanta Braves	FOR EACH OTHER	This mark must always be used together with another mark of the Club, and may only be used on or in connection with: <ul style="list-style-type: none"> <li>• Rubber or silicon wristbands in the nature of bracelets;</li> <li>• Athletic bags;</li> <li>• Cloth pennants;</li> <li>• Clothing, footwear and headwear; or</li> <li>• Bobbing head dolls, baseballs, baseball bats and miniature batting helmets.</li> </ul>	Worldwide
Baltimore Orioles	All Marks that contain word ORIOLES and/or ORIOLES primary logo 	These marks may not be used as the name of or for a musical group for live, audio or video recorded musical performances and the advertisement of such products or services.	Worldwide
Baltimore Orioles	ATHLETES & ARTISTS PLAY FOR KIDS 	This mark may only be used in connection with T-shirts and hats related to a community event held during the Club's Spring Training period, and as a uniform patch worn during a single Spring Training game.	Worldwide
Baltimore Orioles	ORIOLE PARK AT CAMDEN YARDS	For all goods and services and in any advertising or promotional materials, no use may be made of "Camden Yards" alone, but only as part of "Oriole Park at Camden Yards."	Worldwide
Baltimore Orioles	ORIOLES cap designation 	On jewelry sold outside the stadium, this mark may only be used in conjunction with the words BALTIMORE ORIOLES, ORIOLES or BASEBALL or any MLB indicia (e. g., a batter logo, MLB, MAJOR LEAGUE BASEBALL, or the logos shown on <b>Attachment 3</b> ).	Worldwide
Baltimore Orioles	O's (Stylized) 	This mark may not be used in connection with: dietary supplements or dietary products; eyewear or eyewear accessories; chairs; swim floats or related aquatic sports equipment; or bottled water. This mark may only be used in connection with food or beverage products (other than bottled water) with a secondary mark of the Club or MLBP.	Worldwide
Baltimore Orioles	THIS IS BIRDLAND	This mark may only be used with commemorative plaques or frames incorporating an Orioles game ticket.	Worldwide




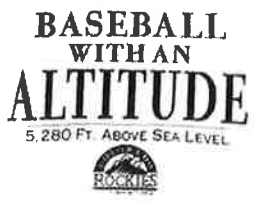

CLUB	MARK	LIMITATIONS	COUNTRY
Baltimore Orioles	WE WON'T STOP 	The WE WON'T STOP mark must always be used in this design or with other marks of the Club.	Worldwide
Boston Red Sox	BOSTON PURITANS Marks 	No use of any mark containing or comprising the words PURITAN or PURITANS may be used except as part of the composite mark BOSTON PURITANS and no use of BOSTON PURITANS may be used in a stylized form similar to the mark below.	Worldwide
Boston Red Sox	DO DAMAGE	This mark must be used in connection with another mark of the Club and/or Major League Baseball.	Worldwide
Boston Red Sox	RED SOX DESTINATIONS Word Mark and Logo 	The mark may only be used in combination with the Red Sox double socks logo and/or the words "RED SOX DESTINATIONS."	Worldwide
Boston Red Sox	RED SOX Marks that contain SOX	The marks SUPERSOX or SUPER SOX may not be used in connection with hosiery.	Worldwide
Boston Red Sox	TESSIE 	The word mark, when used on apparel and headwear, must be used with the Tessie mascot design; and, when used on all other merchandise, must be used with the Tessie mascot design and/or with another mark of the Club.  The mascot design must always be used with another mark of the Club, for example the Club's "B" as shown on shirt or cap.	Worldwide
Boston Red Sox	WALLY THE GREEN MONSTER	This mark is only approved for use in the United States and may only be used as the unitary mark WALLY THE GREEN MONSTER (i.e., among other things, WALLY alone may not be used).	Worldwide
Boston Red Sox	WE WON'T REST	This mark may not be used in connection with: (i) banking and financial services; (ii) insurance services; (iii) security services; (iv) retail bedding stores; (v) hotel and motel services; and/or (vi) safes and money banks.	Worldwide
Chicago Cubs	C Feds Logo 	This mark may only be used on or in connection with wine.	Worldwide
Chicago Cubs	CUBBIES	This mark is approved for apparel and chocolate bars only. On chocolate bars, "Cubbies" must appear in different size, font or color than the words "chocolate" or "bar".	Worldwide
Chicago Cubs	CUBS	No use may be made of the following marks or any marks similar thereto: "CHUBBY CUBBY", "CUB CONDO", "CUBCASE", "CUBGRATULATIONS", "LIL CUB", "LIL LUCK CUB", "LIL O'CUB", "CUB CASH", "WORLDWIDE CUB CLUB"	Worldwide
Chicago Cubs	CUBS 	On motorcycles or motorcycle-replica products, the CUBS mark may only be used as part of the CHICAGO CUBS unitary mark or the following primary logo of the Club:	Worldwide
Chicago Cubs	NORTHSIDERS	This mark must be used in connection with the mark CHICAGO CUBS or a logo of the Club and may not be used in connection with motorcycle-related goods or services.	Worldwide







CLUB	MARK	LIMITATIONS	COUNTRY
Chicago Cubs	THAT'S CUB	This mark may not be used in connection with: <ul style="list-style-type: none"> <li>• Bread;</li> <li>• Milk;</li> <li>• Canned peas;</li> <li>• Bottled water;</li> <li>• Motorcycles;</li> <li>• Bicycle trailers;</li> <li>• Camping trailers;</li> <li>• Aircrafts and structural parts; or</li> <li>• Mouth guards for athletic use.</li> </ul>	Worldwide
Chicago Cubs	WRIGLEY FIELD 100 <sup>TH</sup> ANNIVERSARY Logo	This mark may not be licensed or used in connection with confectionery and/or chewing gum or real estate services and/or leasing services. 	Worldwide
Chicago White Sox	CHICAGO (Stylized) Marks 	On clothing that is not sold or distributed at the stadiums where the CHICAGO WHITE SOX Club plays, CHICAGO (Stylized) marks may <u>not</u> be used alone in a lettering style substantially identical to that used by E.L. Golf. CHICAGO (Stylized) marks must be used in conjunction with other MLB indicia (e.g., MLB, MAJOR LEAGUE BASEBALL, batter logo, other WHITE SOX Marks). (Note: Particular attention should be paid if use on golf style shirts is contemplated.) The stylizations shown at left are deemed to be in compliance. 	Worldwide
Chicago White Sox	MEDIAS BLANCAS (Stylized) 	This mark is only approved for use in the United States and may appear only in this stylization.	Worldwide
Chicago White Sox	SOX PRIDE (Stylized) 	This mark is only approved for use in the U.S. Both elements must be used together to form the stylized mark.	Worldwide
Chicago White Sox	SUPERSOX / SUPER SOX	The marks SUPERSOX or SUPER SOX may not be used in connection with hosiery.	Worldwide
Cincinnati Reds	BIG RED MACHINE	This mark may only be used as a composite mark and only in connection with goods or services relating to or promoting the Club or MLB or the sports of baseball or softball.	Worldwide



CLUB	MARK	LIMITATIONS	COUNTRY
Cincinnati Reds	CINCINNATI (Stylized) or C (Stylized) Marks	No use may be made of any stylized Cincinnati or stylized C marks in a way to cause confusion with the University of Cincinnati marks (attached hereto as <b>Attachment 7</b> ).	Worldwide
Cincinnati Reds	REDLEGS	This mark may not be used on or in connection with beer.	Worldwide
Cincinnati Reds	MR. REDLEGS Word Mark	This mark may not be used on or in connection with alcoholic beverages or games, including without limitation, computer games, video games, and/or board games.	Worldwide
Cincinnati Reds	MR. REDLEGS Logo 	This mark may not be used on or in connection with alcoholic beverages or games, including without limitation, computer games, video games, and/or board games.	Worldwide
Cincinnati Reds	Pete Rose Statue Dedication Logo 	This mark may only be sold in the Club's ballpark and on mlb.com in connection with baseball game and exhibition services and other educational and entertainment services; furniture, mirrors, picture frames and wooden plaques; fabrics and textile articles; apparel; lace, ribbons, buttons and notions; and toys and sporting goods.	Worldwide
Cincinnati Reds	REDS 	This Reds' script mark may not be used on or in connection with donuts or baked goods, even as part of a sponsorship agreement.	Worldwide
Cincinnati Reds	REDS HEADS (Stylized) 	When used on apparel and headwear, this mark must be used with other marks of the Club and baseball indicia.	Worldwide
Cincinnati Reds	ROJOS (Stylized), LOS ROJOS (Stylized) and ROJOS and C Logo   	These marks may not be used in connection with: • Dips, sauces or salsas; • Popcorn; • Rice; • Vitamins; • Golf equipment, products or accessories; • Telecommunications services; • Television shows featuring current events and celebrities or dramas/soap operas; • Magazines about the arts; or • The words AUSTRALIA, RICO, ELEFANTE, CORONA, REVISTA, MAGAZINE, TELEFONO, TELEPHONE, VIVO, LIVE or the prefix SHI- to form unitary marks (e.g., "Rojos Vivo," "Shirojos," "Los Rojos Magazine"). The script designs of ROJOS and LOS ROJOS may not be used in connection with donuts or baked goods.	Worldwide
Cincinnati Reds	ROSIE RED Logo and Word Mark	This mark may not be used on or in connection with flowers or floral services.	Worldwide
Cincinnati Reds	SLIDER Logo	This mark may not be used on food-related products or services.	Worldwide






CLUB	MARK	LIMITATIONS	COUNTRY
Cincinnati Reds	STACHE or 'STACHE Word Mark	This mark may not be used in connection with cross-body bags, messenger bags, satchels, bicycle bags, purses, wallets or fanny packs.	Worldwide
Cincinnati Reds	TAKE THE CENTRAL (Stylized) 	This mark may not be used in connection with board games.	Worldwide
Cincinnati Reds	THE HANDLEBAR and Mustache Logo 	This mark may not be used to identify or brand an alcoholic beverage or to advertise restaurant services outside of the Cincinnati area.	Worldwide
Cincinnati Reds	THIS IS REDS COUNTRY 	May only use REDS COUNTRY and THIS IS REDS COUNTRY marks in close visual proximity to other Club logos such as the Club's primary or cap logo. These marks may not be used in their corresponding Chinese characters in connection with International Class 21 goods, such as beverageware, dishware, ice buckets, and household utensils.	Worldwide
Cincinnati Reds	THIS ONE BELONGS TO THE REDS	This mark must always be used with the Club's wishbone C logo or another mark of the Club.	Worldwide
Cleveland Indians	ARE YOU IN THE TRIBE?	This mark must appear with other indicia of the Club or MLB; provided, however, that this mark may not be used on or in connection with cellular or wireless phone-related goods or services.	Worldwide
Cleveland Indians	BATTERHORN	This mark must never be used on footwear or on toy vehicles; must be used with other Indians marks and/or baseball indicia; must never be used with words or images of sleds or bobsleds; and must not be used in any stylization used by Disney in connection with its Matterhorn mark.	Worldwide
Cleveland Indians	FROZEN DIAMOND FACEOFF Logo 	This mark may only be used with other indicia of the Club.	Worldwide
Cleveland Indians	I'M IN THE TRIBE, ARE YOU?	This mark must appear with other indicia of the Club or MLB.	Worldwide
Cleveland Indians	INDIANS	No use of any mark comprising or containing the word INDIANS may be made (i) in connection or association with the words "motorcycle" or "motorcycle," (ii) in connection with motorcycles or motorcycle theme, indicia of motorcycles, motorcycle parts, motorcycle helmets, motorcycle accessories, including, but not limited to, depictions of motorcycles, and any items specifically relating to the motorcycle industry and any depiction thereof, (iii) in connection or association with the name or trademark of any motorcycle company or in any context which promotes a motorcycle company. Furthermore, no use of INDIANS may be made in any form similar to or in any manner that would suggest association with the IMCOA INDIANS marks (attached hereto as <b>Attachment 1</b> ).	Worldwide
Cleveland Indians	INDIANS SNOW DAYS	This mark may only be used in connection with a winter festival, sports equipment (but not sleds), toys and games, and clothing, headwear and footwear (except for gloves, mittens, winter hats and scarves) provided the mark is always used as the unitary mark INDIANS SNOW DAYS with the word INDIANS appearing in the Club's well-known script. This mark is also subject to the following limitations: (i) never use SNOW DAYS alone; (ii) to the extent it is used on apparel, it must be clear from the overall context of use that it is being used as a promotion for the event and not as a brand; for example, I SURVIVED INDIANS SNOW DAYS or I FROZE AT INDIANS SNOW DAYS are acceptable uses; (iii) the location of the event and the date must appear on the product; and (iv) other well-known marks and logos of the Cleveland Indians must appear on the product as well.	Worldwide






CLUB	MARK	LIMITATIONS	COUNTRY
Cleveland Indians	JACOBS FIELD	No use of any mark incorporating the word JACOBS may be made in connection with vehicle engines, vehicle engine systems, vehicle engine parts, chucks for machine tools, hand tools or portable power tools; collets or tool holders. The mark JACOBS FIELD may be used in connection with sponsorships, advertisements, or promotions for automobiles, or signage or ads for automobiles or automobile parts at JACOBS FIELD stadium, as long as no confusion arises between Club's use of JACOBS FIELD and Diesel Engine's use of the mark JACOBS for automobiles and auto parts.	Worldwide
Cleveland Indians	MY TRIBE	This mark must appear with other indicia of the Club or MLB. This mark may not be used on or in connection with social networking services.	Worldwide
Cleveland Indians	THIRST PERKS	This mark may only be used for a customer/fan loyalty program and on mugs and other beverage containers.	Worldwide
Cleveland Indians	THIS IS TRIBE TOWN	This mark may only be used with a second mark of the Indians Club and may not be used (including sponsorship uses) in connection with: (i) Cellular or wireless phone-related goods and services; or (ii) Social networking services.	Worldwide
Cleveland Indians	THIS IS OUR TRIBE	This mark must appear with other indicia of the Club or MLB.	Worldwide
Cleveland Indians	TRIBE	<p>This mark may not be used in connection with the words WILLIAM AND MARY, ANDREWS DEBY, WREN, COLONIAL, VIMS, EVMS, SCHOOL OF LAW, GRADUATE SCHOOL, UNIVERSITY, COLLEGE, 1693, or the letters WM, W&amp;M, W (alone) or M (alone), or with a depiction of a griffin mascot or character or in any form confusingly similar to the marks below.</p> 	Worldwide
Cleveland Indians	TRIBE TOWN	This mark may only be used with a second mark of the Indians Club and may not be used (including sponsorship uses) in connection with: (i) Cellular or wireless phone-related goods and services; or (ii) Social networking services.	Worldwide
Cleveland Indians	WHAT IF IT'S TRIBE TIME?	This mark may only be used with other indicia of the Club. This mark may not be used on or in connection with cellular or wireless phone-related goods or services or social networking services.	Worldwide
Colorado Rockies	BASEBALL WITH AN ALTITUDE 	<p>The mark BASEBALL WITH AN ALTITUDE must be used in close proximity to another mark of the Colorado Rockies, MLB or other MLB entities, and may not be used in any form similar to the BASEBALL WITH A NEW ATTITUDE mark (shown below) or in any manner that would suggest association with the Washington Frontier League or its Washington Wild Things Minor League Baseball team.</p> 	Worldwide






CLUB	MARK	LIMITATIONS	COUNTRY
Colorado Rockies	COLORADO ROCKIES and COLORADO ROCKIES Primary Logo 	All merchandise bearing the mark ROCKIES must use MLB labels, licensee identification and MLB hangtags. When ROCKIES alone is used on any items, it must be used in a baseball context only (i.e., with other Club or MLB entity marks, depictions of baseball indicia (e.g., baseballs, bats, etc.), or references to MLB events). Specifically for apparel, the mark ROCKIES alone can only be used for uniforms and replicas of uniforms. On other apparel/headwear/footwear items, "baseball context indicia" should comprise 20% of the overall design on caps and 50% of the overall design of all other apparel and/or footwear. In connection with western wear products, ROCKIES must always be accompanied by the Club's geographic designation so COLORADO ROCKIES are used together in equal size and prominence, regardless of whether any designs are used. Baseball players or Club personnel endorsing western wear products or services in uniform must appear in their <u>complete</u> uniform. ROCKIES marks may not be used at or in connection with rodeos. Also, neither ROCKIES nor COLORADO ROCKIES may be used with mountain designs unless baseball indicia or symbols are also used.	Worldwide
Colorado Rockies	Colorado State Flag Mountain Logo 	<ul style="list-style-type: none"> <li>This Mark may not be used on or in connection with: <ul style="list-style-type: none"> <li>(i) Confectionary, including but not limited to, gum, candy and mints.</li> <li>(ii)</li> </ul> </li> </ul>	Worldwide
Colorado Rockies	CR Cap Logo 	This mark may not be used on motorcycles or motorcycle-replica products.	Worldwide
Colorado Rockies	Mountain and Baseball Design 	<p>This mark may not be used on or in connection with:</p> <ul style="list-style-type: none"> <li>(i) ( Confectionary, including but not limited to, gum, candy and mints;</li> <li>(ii) Granola and cereal;</li> <li>(iii) Fruit;</li> <li>(iv) Household cleaning preparations;</li> <li>(v) Topical analgesics;</li> <li>(vi) ( Real estate services;</li> <li>(vii) Legal services; or</li> <li>(i) Promotion of tourism.</li> </ul>	Worldwide
Colorado Rockies	ROCKTOBER 	This mark must appear <u>only</u> in one of the three approved stylizations shown to the left and <u>only</u> in close proximity to another Club mark or logo. This mark may not be used on or in connection with: beer; computer games or video games; magazines or greeting cards; mugs or other beverage containers; pins (collective, novelty, etc.); music related goods or services, including but not limited to CDs, concerts, and radio entertainment; charitable services and activities; fishing, golfing, bowling, running, bicycling, or rock climbing; motorcycle or automobile-related goods or events, including but not limited to car parts, car audio items, tournaments, races, etc.; art exhibits; theme parks; fitness clubs; or fertilizer.	Worldwide
Detroit Tigers	PAWS Word Mark	<p>This mark may not be used in connection with a lion character or in a manner similar to MGM Grand PAWS marks (as shown below) or which suggests an association with MGM Grand. Moreover, this mark may only be used in conjunction with MLB labels, hangtags, packaging or displays.</p> 	Worldwide



CLUB	MARK	LIMITATIONS	COUNTRY
Detroit Tigers	RALLY GOOSE Word Mark	<ul style="list-style-type: none"> <li>i. The Mark may not be registered in International Class 28;</li> <li>ii. Use of the Mark on or in connection with toys and/or sporting goods must always be accompanied by another mark or indicia of the Club; and</li> <li>iii. Any toys or sporting goods products bearing the Mark may only be sold in the Club's home stadium.</li> </ul>	Worldwide
Detroit Tigers	TIGER or TIGERS	Any marks containing or comprised of TIGER or TIGERS may not be used in the colors purple and gold together.	Worldwide
Detroit Tigers	Marks that contain the word TIGERS	When using marks comprising or containing the word TIGERS on any shoes of any kind and/or packaging for shoes of any kind, the shoes themselves must also contain or display the word DETROIT and a logo signifying, or a notice indicating, that the shoes are licensed by MLB.	Worldwide
Detroit Tigers	Marks that contain the word TIGERS	<p>Any mark that contains the word TIGERS must also contain the word DETROIT or other geographic location, the Club's "D" logo, other Club logos, other MLB indicia (e.g., the MLB logo or other distinguishing indicator on labels or hangtags that clearly indicate the products emanate from the Club or are sold under license from MLB), except that the word TIGERS may be used alone in connection with (i) products for promotional purposes or giveaways, or (ii) products at retail if sold in stadium or clubhouse stores, on official Club or MLB websites or in connection with clearly marked MLB, Club or affiliated promotions. No use of TIGERS or images of a tiger may be used in a way to cause confusion with Auburn Tigers or Missouri Tigers marks (attached hereto as <b>Attachment 4</b>) or in connection with MISSOURI, MIZZOU, MU or UNIVERSITY OF MISSOURI.</p> <p>Any mark comprising or containing the word TIGERS may not be used together with "UOP," "U of P" or the "University of the Pacific," or in any form, manner or context that could result in confusion or suggest affiliation with UOP's marks (attached hereto as <b>Attachment 5</b>).</p>	Worldwide
Detroit Tigers	SOCK IT TO 'EM TIGERS	Any use of the Mark on clothing must be limited to only in the Club's regular season home ballpark sales and giveaways, and should include other marks, indicia, or designs of the Club to make clear that the Mark emanates from the Club.	Worldwide
Detroit Tigers	TIGERS Logos and Word Marks	On motorcycles or motorcycle-replica products, the TIGERS mark must appear with other marks or indicia of the Club.	Worldwide
Detroit Tigers	TIGRES (Stylized) 	This mark may only be used in connection with baseball games and exhibition services and only on baseball jerseys.	Worldwide
Detroit Tigers	WHO'S YOUR TIGER	This mark may only be used in connection with clothing or novelty items and must appear with other indicia of the Club or MLB. Each element of the mark must appear in the same size, font, and color.	Worldwide
Houston Astros	AMERICAN LEAGUE INAUGURAL SEASON Logo 	This mark may not be used on the ankle portion or outer heel portion of footwear and otherwise must be accompanied by an additional mark of the Astros Club or MLB whereby such additional Astros Club or MLB mark does not comprise or contain a prominent single star design, is placed in close visual proximity to the Inaugural Season logo and is at least 1/2 inch in height or length.	Worldwide
Houston Astros	APOLLO, DOC ROCKET, SQUEEZE and TANK Word Marks (names of the astronaut mascots)	These marks must always be used on or in connection with the astronaut mascots and other marks of the Houston Astros club.	Worldwide

CLUB	MARK	LIMITATIONS	COUNTRY
Houston Astros	ASTROS Marks 	These marks may not be used on (i) the ankle portion of any high top style footwear; or (ii) on the outer heel portion of footwear of any style. Moreover, any use of these marks on the exterior of any footwear must be in close visual proximity to a secondary mark of the Club or MLB (1) which does not contain any star design or element and (2) is at least one half inch (1/2") in height or length or otherwise is as prominent as the star marks shown to the left.	Worldwide
Houston Astros	ASTROS Marks 	These marks may not be used on (i) the ankle portion of any high top style footwear; or (ii) on the outer heel portion of footwear of any style. Moreover, any use of these marks must be in connection with other marks or indicia of the Club or MLB.	Worldwide
Houston Astros	COLT Marks 	These marks may not be used.	Worldwide
Houston Astros	COLTS & Gun Logo 	The COLTS & gun design logo must be used in connection with the Club's current name, Houston Astros, or former name, Houston Colts, through the addition of a secondary mark or logo of the Club or MLBP. (e.g., word mark HOUSTON ASTROS, work mark HOUSTON COLTS, Astros' Cap Logo, and the MLB silhouetted batter logo).	Worldwide
Houston Astros	EARN IT	This mark must always be used in conjunction with other marks of MLB or the Astros Club.	Worldwide
Houston Astros	HOUSTON ASTROS Road Jersey Lettering 	This mark may not be used in the combined colors red and white or predominantly red or in any form, manner or context that is likely to suggest that the Club is any way associated or affiliated with, endorsed or sponsored by, or that the Club is a sponsor of, the University of Houston.	Worldwide
Houston Astros	EARNED OCTOBER	This mark must always be used in conjunction with other marks of MLB or the Astros Club.	Worldwide















CLUB	MARK	LIMITATIONS	COUNTRY
Houston Astros	<b>H STRONG Logo</b> 	<p>This mark may only be used in connection with:</p> <ul style="list-style-type: none"> <li>• Metal goods;</li> <li>• Electrical and scientific apparatuses;</li> <li>• Eyewear;</li> <li>• Apparel;</li> <li>• Toys and sporting goods;</li> <li>• Chewing gum and tobacco lighters;</li> <li>• Jewelry;</li> <li>• Paper goods and printed matter;</li> <li>• Bags and wallets;</li> <li>• Kitchenware and houseware;</li> <li>• Towels and pennants; and</li> <li>• Baseball game entertainment and educational services.</li> </ul> <p>All proceeds from the sale or distribution of items featuring the Mark must be donated to charity. Also, Club approval is required for use of the Mark outside the Club's owned or controlled retail stores.</p>	Worldwide
Houston Astros	HOUSTRONG or HOUSTON STRONG	These marks must always be used on or in connection with the charitable services and other marks of the Astros Club.	Worldwide
Houston Astros	MORE THAN JUST A GAME Word Mark	This mark must always be used with one or more of the Club's marks that include the Club nickname ASTROS.	Worldwide
Houston Astros	NEVER SETTLE Word Mark	<p>This mark may only be used in connection with:</p> <ul style="list-style-type: none"> <li>• Metal goods;</li> <li>• Electrical and scientific apparatuses;</li> <li>• Eyewear;</li> <li>• Apparel;</li> <li>• Toys and sporting goods;</li> <li>• Cloth patches;</li> <li>• Chewing gum and tobacco lighters;</li> <li>• Jewelry;</li> <li>• Paper goods and printed matter;</li> <li>• Bags and wallets;</li> <li>• Kitchenware and houseware;</li> <li>• Towels and pennants; and</li> <li>• Baseball game entertainment and educational services.</li> </ul> <p>This Mark must be used: (1) always with another mark of the Club, and (2) only during the Club's 2018 season.</p>	Worldwide
Houston Astros	<b>ORBIT Logo</b> 	<p>This mark must be used in a manner that makes it clear that the mark designates the mascot of the HOUSTON ASTROS Club. The mascot character should always appear in a cap or jersey or some other apparel bearing marks of the Astros Club to ensure it is clear that the mascot character emanates from the Astros Club.</p> <p>This mark may not be used on or in connection with candy or chewing gum if the word ORBIT appears on or with the ORBIT Design Mark.</p>	Worldwide
Houston Astros	ORBIT Word Mark	This mark may not be used on or in connection with chewing gum or candy; all other uses must always appear in close visual proximity to the ORBIT Design Mark.	Worldwide
Houston Astros	ROOT ROOT ROOT	This mark may only be used with another Astros Club mark or logo also appearing prominently on the product.	Worldwide
Houston Astros	<b>WE ARE YOUR ASTROS</b> (block letters or stylized) 	This mark may only be used on or in connection with souvenir cups, drinking cups and beverage glassware in either block letter form or in the stylization shown at left.	Worldwide
Houston Astros & Texas Rangers	SILVER BOOT SERIES Word Mark	This mark may not be used in connections with (i) jeans; (ii) toy trains and toy train sets; (iii) golf equipment; and (iv) skateboard equipment.	Worldwide





CLUB	MARK	LIMITATIONS	COUNTRY
Kansas City Royals	BE ROYAL Logo 	This mark may not be used in connection with apparel.	Worldwide
Kansas City Royals	CROWNED Word Mark	The CROWNED word mark may never be used with the word ROYALS immediately following the mark so that it reads CROWNED ROYALS.	Worldwide
Kansas City Royals	FOREVER ROYAL Word Mark	This mark may only be used in connection with other marks of the Club.	Worldwide
Kansas City Royals	KC (Royals cap designation) and other marks comprising a KC 	No use may be made of any mark in a manner to suggest association with Calvin Klein or the Calvin Klein CK Mark. 	Worldwide
Kansas City Royals	MR. ROYAL Word Mark	This mark may only be used in the Club's official script stylization	Worldwide
Kansas City Royals	ROYALS	This mark, when used on or in connection with candy products, must be used in one of the Kansas City Royals Club's stylizations or as part of one of the Club's logos.	Worldwide
Kansas City Royals	SLUGGERRR	This mark may only be used in a way that makes it clear that it is in reference to the mascot (e.g., with the design of mascot).	Worldwide
Los Angeles Angels of Anaheim	ANGEL	The word ANGEL or ANGEL'S may not be used for eyewear and/or eyewear-related accessories, products or services. Any mark, name or domain name containing the word ANGELS may not be used in any form, manner or context confusingly similar with the angel designs below. 	Worldwide
Los Angeles Angels of Anaheim	ANGELS	No geographic distinction may be used with the name or mark ANGELS (e.g., "Anaheim" or "Los Angeles") unless the Club name is fully spelled out (i.e., Los Angeles Angels of Anaheim).	Worldwide
Los Angeles Angels of Anaheim	ANGELS Logos and Word Marks	Marks comprising or containing the word "ANGELS" used in connection with costume jewelry, props and headwear, as well as Halloween, masquerade, and other costumes and related services, must indicate connection with baseball (such as by addition of another MLB or Club mark) and must not suggest affiliation with Morris Angel & Son Limited.	Worldwide
Los Angeles Angels of Anaheim	ANGELS Logos and Word Marks	On motorcycles or motorcycle-replica products, the ANGELS mark must appear with other marks or indicia of the Club.	Worldwide
Los Angeles Angels of Anaheim	ANGELS CA Marks 	These California Angels CA marks may not be used in a manner that might create any confusion with C&A marks (attached hereto as <b>Attachment 2</b> ).	Worldwide
Los Angeles Angels of Anaheim	HALO HONK	This mark may only be used in connection with apparel items and rally towels.	Worldwide






CLUB	MARK	LIMITATIONS	COUNTRY
Los Angeles Angels of Anaheim	LIGHT UP THE HALO	This mark must be used as a unitary mark and may not be used on or in connection with: light up mirrors; bike helmets, bike lights or other bike-related goods; healing and massage services and related goods, e.g., candles, body oils, body lotions, and music.	Worldwide
Los Angeles Angels of Anaheim	THE BIG A	This mark may not be used on or in connection with: agricultural tractors, vehicles or equipment; auto parts and services; vegetables and fruit; electrical construction materials and electrical parts; computer game software; horse racing services; hair care products; magazines or related goods and services; newspaper or Internet publication of any information regarding events, concerts, clubs, theater, movies, dance, the arts, museums, exhibitions, festivals, book clubs, readings, classes, lectures, home tours, sporting events, and sights and attractions of interest in Atlanta, Georgia.	Worldwide
Los Angeles Angels of Anaheim	Baby Rally Monkey Logos 	These marks (i) must always be used and registered together with prominent use of other marks and logos of the Club. By way of example, the ANGELS jersey lettering shown on the attached images of the marks satisfy this requirement; and (ii) should not be used or registered in connection with the following goods and services: (1) DVDs, videos, CDs and/or other pre-recorded video and audio which features musical performances and children's entertainment; (2) Posters, fiction and non-fiction books, comic books, bumper stickers, stickers, calendars, pens, pencils, erasers, pencil sharpeners, pencil cases, activity books, 3-ring binders, notebooks, stationery, memo pads, writing tablets, paper table cloths, paper napkins, coloring books, rulers, paper weights, paper coasters, and paper mats and similar products in Class 16; (3) Hair care products; (4) Medical services and treatments for the removal of head lice and other insect infestations or related products; and/or (5) any good or service related to or offered in the Hebrew language. If these marks are registered in Class 41 for any type of entertainment service that falls within that class, the identification of services must be qualified by the language "all related to entertainment in the nature of baseball or softball or a baseball or softball team, league, mascot or stadium."	Worldwide
Los Angeles Angels of Anaheim	Rally Monkey Logos 	These marks must always be used together with prominent use of other marks and logos of the Angels Club and may not be used in connection with the following goods and services: (i) DVDs, videos, CDs and/or other pre-recorded video and audio which features musical performances and children's entertainment; (ii) Posters, fiction and non-fiction books, comic books, bumper stickers, stickers, calendars, pens, pencils, erasers, pencil sharpeners, pencil cases, activity books, 3-ring binders, notebooks, stationery, memo pads, writing tablets, paper table cloths, paper napkins, coloring books, rulers, paper weights, paper coasters, and paper mats and similar products in Class 16; (iii) Hair care products; (iv) Medical services and treatments for the removal of head lice and other insect infestations or related products; and/or (v) Any good or service related to or offered in the Hebrew language. Notwithstanding the limitations set forth in (a) and (b) above, the Rally Monkey design marks may be used as a character in pre-recorded audio and video featuring music and children's entertainment or in a poster, book or comic book, so long as the Rally Monkey design is not the sole or central character, and the use otherwise complies with all other limitations set forth herein.	Worldwide
Los Angeles Dodgers	Marks that contain the words DODGER or DODGERS	No mark comprising or containing the words DODGERS or DODGER may be used together with the words "DUCK", "DAFFY", or with an image of a duck resembling Warner Bros. DAFFY DUCK character and/or in any form, manner or context that could result in confusion or suggest affiliation with Warner Bros.	Worldwide



CLUB	MARK	LIMITATIONS	COUNTRY
Los Angeles Dodgers	ITFDB and #ITFDB (acronym for It's Time for Dodger Baseball)	These marks may not be used on or in connection with: (i) an online database relating to tracking toys or a similar online service; or (ii) action figure toys similar to the Transformer toys. Any use of these marks in connection with toys or sporting goods should be accompanied by another mark of the Club.	Worldwide
Los Angeles Dodgers	LA (Dodgers cap designation) 	No use may be made of the mark SO...LA. 	Worldwide
Los Angeles Dodgers	LA DETERMINED 	This mark must always be used: (a) with the Club's LA logo shown here  in close proximity, or (b) with the LA portion of this mark appearing as the Club's LA logo, e.g., 	Worldwide
Los Angeles Dodgers	THIS TEAM!	This mark may not be used on or in connection with printed products, such as posters, trading cards and booklets.  This mark may only be used in close proximity to another mark of the Club, such as the interlocking LA logo or the mark DODGERS, and the year 2017.	Worldwide
Los Angeles Dodgers	WE LOVE LA Design Mark 	This mark may not be used in connection with real estate services.	Worldwide
Miami Marlins	DALE	This mark may only be used when depicted as Dale Marlins! or Dale! in conjunction with another of the Marlins' marks in close visual proximity.	Worldwide
Miami Marlins	EL EQUIPO DE LAS AMERICAS Word Mark	This mark may not be used on or in connection with the following: (i) Football-related goods or services (ii) Any direct advertising, marketing or cross promotional efforts with entities in the field of home security services and/or security guard services.	Worldwide
Miami Marlins	JUST GETTIN STARTED JUST GETTING STARTED WE JUST GETTING STARTED WE JUST GETTING STARTED	These marks must always be used with other marks of the Club or Major League Baseball.	Worldwide
Miami Marlins	LET'S GO FISH Word Mark	This mark must be used in connection with another mark of the Club and/or Major League Baseball.	Worldwide
Miami Marlins	M (Stylized) Cap Logo 	This mark may not be used on motorcycles or motorcycle-replica products, but may be used as part of the M MIAMI mark shown below, namely: 	Worldwide
Miami Marlins	Marks that contain the word MARLIN or MARLINS	These marks may not be used in direct connection with the sale or production of beer or other brewed alcoholic beverages. (This restriction does not extend to use of the marks on cups.) However, these limitations do not preclude the use of such marks in joint promotional ventures involving alcoholic beverages. For example, the marks may not be used to brand beer products (e.g. "Marlins Beer"), but may be used by sponsors to promote the sponsor (e.g. official beer of the Marlins).	Worldwide
Miami Marlins	Marlins Park Stadium Logo 	This mark may only be used either (i) as part of the composite logo shown at bottom left or (ii) combined with one of the following Marlins marks to form a unitary mark: MARLINS (with or without stylization), MIAMI MARLINS (with or without stylization), the Club's M (stylized) cap logo with or without the word MIAMI, or the Club's MIAMI (stylized) mark.	Worldwide

CLUB	MARK	LIMITATIONS	COUNTRY
Miami Marlins	MARLINS STAND UP	This mark must always be used as a unitary mark, for example, through use of the same, distinctive Marlins font for all three words.	Worldwide
Miami Marlins	MERMAIDS	This mark may not be used in connection with: <ul style="list-style-type: none"> <li>• Casino services;</li> <li>• Hotel services, restaurant, and bar services;</li> <li>• Cosmetics;</li> <li>• Nutritional supplements;</li> <li>• Jewelry; or</li> <li>• Taffy (candy).</li> </ul>	Worldwide
Miami Marlins	OUR COLORES	This mark must always be used together with another mark of the Club, and may only be used in connection with apparel.	Worldwide
Miami Marlins	THE 305	This Mark should always be (1) used in a Club owned stylization <u>and/or</u> combined with a design element <u>and</u> (2) accompanied by another mark of the Club.  When used in connection with the following goods, this Mark must always be used (1) in a Club owned stylization (2) with a design element <u>and</u> (3) accompanied by another mark of the Club: <ul style="list-style-type: none"> <li>• Perfumes and colognes; sunscreen preparations; scented oils diffusers, namely, reeds and scented oils;</li> <li>• Candles;</li> <li>• Beer; and/or</li> <li>• Distilled spirits.</li> </ul>	Worldwide
Milwaukee Brewers	Barrelman Head Logo 	This mark may be only used in the exact blue and yellow/gold colors shown here and only in connection with baseball services, T-shirts, jerseys, baseball caps, glassware, lanyards pillows, pins, jewelry and watches.	Worldwide
Milwaukee Brewers	BARRELMAN	All use of the Mark must be accompanied by a design of the BARRELMAN character and/or other marks of the Club. All use of the Mark in connection with alcohol (including beer) must be limited to the state of Wisconsin, and must be accompanied by a design of the BARRELMAN character <u>and</u> another mark of the Club in close proximity to the Mark.	Worldwide
Milwaukee Brewers	State of Wisconsin and Barrelman Head Logo 	This mark may only be used in the exact blue and yellow/gold colors shown here and only in connection with baseball services, T-shirts, jerseys and baseball caps.	Worldwide
Milwaukee Brewers	BERNIE BREWER	This mark must always be used in connection with the BERNIE BREWER design mark. 	Worldwide
Milwaukee Brewers	BIRRAI (Italian translation of "Brewers")	This mark may only be used: (i) in connection with other existing Club marks, trade dress or Club indicia (e.g. the addition of the Club's M and wheat design cap logo or primary MILWAUKEE BREWERS logo as a sleeve patch on the jerseys or the use of the Mark on jerseys in the Club's traditional jersey trade dress colors, i.e. blue and gold; grey, blue and gold; white, blue and gold; light blue, white and gold); and/or (ii) in trade channels directly associated with the Club, such as stores located in Miller Park or the Club's official online store at <a href="http://www.mlb.com">www.mlb.com</a> . May not use in connection with beer, breweries, concession stands, beverages or on beer cups.	Worldwide






CLUB	MARK	LIMITATIONS	COUNTRY
Milwaukee Brewers	BRAT Word Mark	This mark must appear in close visual proximity to the <b>corresponding</b> mascot character design to form a unitary mark.	Worldwide
Milwaukee Brewers	1948 Stylized Brewers Mark 	This mark may only be used on apparel and headwear and must appear in the blue and red colors shown here.	Worldwide
Milwaukee Brewers	BREWERS (Stylized) 	This mark may only be used in the exact blue and yellow/gold colors shown here and only in connection with baseball services, T-shirts, jerseys and baseball caps.	Worldwide
Milwaukee Brewers	C (Stylized) Cap Logo	This mark must be featured along with another Milwaukee Brewers or Major League Baseball Licensed Property as approved by Licensor on a case-by-case basis.	Worldwide
Milwaukee Brewers	CERVECEROS	This mark must be featured along with another Milwaukee Brewers or Major League Baseball Licensed Property as approved by Licensor on a case-by-case basis.	Worldwide
Milwaukee Brewers	CHORIZO Word Mark	This mark must appear in close visual proximity to the corresponding mascot character design to form a unitary mark.	Worldwide
Milwaukee Brewers	Dog Head design mark 	This mark may only be used in the colors black and white or in the Club colors. Moreover, this mark may only be used with other Club or MLB licensed marks, and no other word or design elements.	Worldwide
Milwaukee Brewers	FAMOUS RACING SAUSAGES Word Mark	This mark must be used as a unitary mark with the words FAMOUS, RACING and SAUSAGES each depicted in the same size, font and color.	Worldwide
Milwaukee Brewers	Famous Racing Sausage Bib design mark 	These marks may only be used on bibs; and, when so used, the Brewers primary logo must appear on the front; and an image of the corresponding mascot character must also appear on the front of the Bib design.  For the Italian Sausage Bib mark, the bow tie design should be angled up towards the neck of the bib, giving the appearance of an actual bow tie and to avoid third party issues.	Worldwide








CLUB	MARK	LIMITATIONS	COUNTRY
Milwaukee Brewers	<p>Famous Racing Sausages Shirt Design Marks</p> 	<p>These marks may only be used on T-shirts; and, when so used, the Brewers primary logo must appear on the sleeve; and an image of the corresponding mascot character must also appear on the T-shirt design.</p> <p>For the Italian Sausage Shirt mark, the bow tie design should be angled up towards the crew neck of the T-shirt, giving the appearance of an actual bow tie and to avoid third party issues.</p>	Worldwide
Milwaukee Brewers	<p>FORK, CORK &amp; BARREL Logo</p> 	The words in this mark may not be used alone and all goods bearing the mark may only be sold in the greater Milwaukee, Wisconsin geographic area.	Worldwide
Milwaukee Brewers	HANK THE BALLPARK PUP word mark	This mark must always be used with other Club or MLB licensed marks.	Worldwide
Milwaukee Brewers	<p>HANK THE DOG Design Marks</p> 	These design marks must only be used exactly as depicted in the exact colors depicted or in the Club's colors but not in any other colors; and may not be used in connection with any word or design elements other than Club or MLB licensed marks unless those other words and designs are separately searched and cleared.	Worldwide
Milwaukee Brewers	HOT DOG Word Mark	This mark must appear in close visual proximity to the corresponding mascot character design to form a unitary mark.	Worldwide
Milwaukee Brewers	ITALIAN SAUSAGE or ITALIAN Word Mark	This mark must appear in close visual proximity to the corresponding mascot character design to form a unitary mark.	Worldwide
Milwaukee Brewers	OUR CREW. OUR OCTOBER	This mark may only be used with apparel and/or in connection with baseball services.	Worldwide
Milwaukee Brewers	POLISH SAUSAGE or POLISH Word Mark	This mark must appear in close visual proximity to the corresponding mascot character design to form a unitary mark.	Worldwide
Milwaukee Brewers	<p>1913 Milwaukee Brewers Stylized M</p> 	This mark may only be used on baseball jerseys and caps and must appear in the color blue as shown here.	Worldwide
Milwaukee Brewers	<p>Brewers Block "M"</p> 	When using this block "M" mark on clothing or headwear products, each piece of clothing must bear a hangtag or exterior sticker/label <u>as well as</u> a sewn-in label bearing the designation "Cooperstown Collection" and/or "Major League Baseball".	Worldwide
Milwaukee Brewers	ROCK THE BALLPARK	This mark may not be used in connection with indoor cycling or yoga instruction.	Worldwide











CLUB	MARK	LIMITATIONS	COUNTRY
Milwaukee Brewers	State of Wisconsin Outline and Stylized M Logo 	This mark may only be used in the exact colors shown here; only in connection with baseball services, T-shirts, jerseys and baseball caps; and all T-shirts, jerseys or baseball caps must: (i) feature a hangtag or label bearing either the mark "COOPERSTOWN COLLECTION", "AUTHENTIC COLLECTION", "GENUINE MERCHANDISE", "MAJOR LEAGUE BASEBALL", "MLB", and/or the MLB silhouetted batter logo (though such hangtag or label may be designed to be removed after sale); and (ii) feature an additional label or hangtag, which is permanently affixed to the apparel item, bearing either the mark "COOPERSTOWN COLLECTION", "AUTHENTIC COLLECTION", "GENUINE MERCHANDISE", "MAJOR LEAGUE BASEBALL", "MLB", and/or the MLB silhouetted batter logo.	Worldwide
Milwaukee Brewers	MB Brewers Primary Logo (Old 1) 	This mark must not be altered to contain a chicken design as shown below. 	Worldwide
Milwaukee Brewers	MB Brewers Primary Logo (Old 2) 	This mark may not be used in a manner that suggests an association with the Milwaukee Bucks basketball team or basketball generally. This mark must be used in connection with other MLB indicia (e.g., MAJOR LEAGUE BASEBALL, a batter logo, MLB) displayed on the packaging, labels, and/or hangtags attached to or accompanying the goods or services.	Worldwide
Milwaukee Brewers	MB Brewers Primary Logo (Old 2) 	The stand-alone stylized B portion of this mark (shown below) may not be used in connection with billiard equipment and services, marine boats and engines, bowling equipment and services, or physical fitness equipment. 	Worldwide
Milwaukee Brewers	MKE Word Mark	This mark may not be used in connection with beer, and the mark must always be used in connection with another mark of the Club.	Worldwide
Milwaukee Brewers	MILWAUKEE (Stylized) 	This mark may not be used on motorcycles or motorcycle-replica products.	Worldwide
Minnesota Twins	MINNIE Word Mark	This mark must always be used with other marks of the Twins Club, such as the TC logos, the Club's primary logos, the Jersey TWINS logo and/or the image of the Twins Club's TC bear mascot. This mark may not be used in connection with any depiction of a mouse or in connection with sandwiches.	Worldwide
Minnesota Twins	PAUL Word Mark	This mark must always be used with other marks of the Twins Club, such as the TC logos, the Club's primary logos, the Jersey TWINS logo and/or the image of the Twins Club's TC bear mascot. This mark must not be used in connection with knives.	Worldwide
Minnesota Twins	TC BEAR Word Mark	The words TC and BEAR must always be used together in the same color, stylization and size to form the unitary mark, TC BEAR. TC may not be used alone. The word mark TC BEAR must always be used in close visual proximity to an additional mark of the Club, such as the TWINS primary logo, the TC cap logo, or an image of the TC BEAR mascot. The TC Bear word mark may not be used on or in connection with: (i) coloring books; (ii) cancer-related fundraising or cancer-related charitable services; (iii) commercial real estate services provided outside of the Club's home television territory; or (iv) services in the nature of providing animation services to third parties.	Worldwide
Minnesota Twins	THIS IS HOW WE BASE BALL Word Mark	This mark may only be used on or in connection with baseball game and exhibition services, apparel, jewelry, leather goods, houseware and glassware, toys and sporting goods and electrical and scientific goods. The Mark must always be used in a font, color(s), manner and/or context that makes it clear that the goods and services designated thereby emanate from the Club.	Worldwide









CLUB	MARK	LIMITATIONS	COUNTRY
Minnesota Twins	THIS IS TWINS TERRITORY Logo 	This mark may not be used on or in connection with: medical devices; banking or financial services; newspapers; or Native American themed publications or products.	Worldwide
Minnesota Twins	Marks that contain the word TWINS	For hair accessories, these marks must only be used in conjunction with labels, hangtags, or packaging bearing the name MINNESOTA TWINS, MLB, MAJOR LEAGUE BASEBALL, MAJOR LEAGUE BASEBALL PROPERTIES, MLBP or the MLB silhouetted batter logo.	Worldwide
Minnesota Twins	TWINS Logos and Word Marks	On motorcycles or motorcycle-replica products, the TWINS mark must appear with the word MINNESOTA and other marks or indicia of the Club.	Worldwide
MLB	4 COLLEGIATE BASEBALL TOURNAMENT Logos and Word Mark 	This mark may only be used on or in connection with apparel and as a name of a collegiate level baseball game tournament.	Worldwide
MLB	ALL-STAR Marks	No use of the words "ALL" and "STAR" together without any other words (such as GAME or WEEK) may be made in connection with any services or products, including, but not limited to, footwear, clothing or uniforms except where: (i) they are being used in connection with the marketing or promotion of baseball games and exhibitions or other services related to baseball; or (ii) they are used on uniforms (not footwear) for players in connection with the ALL-STAR GAME and related events (not sold at retail.)	Worldwide
MLB	ALL STAR BAR	The ALL STAR BAR mark may not be used for a snack/nutrition bar.	Worldwide
MLB	ALL-STAR GAME and other ALL-STAR Marks	For all goods and services, the mark ALL-STAR GAME and any other marks containing the term ALL-STAR, including, without limitation, ALL-STAR WEEK, must be used with other MLB indicia (such as the silhouetted batter logo, MAJOR LEAGUE BASEBALL, MAJOR LEAGUE and/or MLB) as part of the mark, and must be used in conjunction with labels, hangtags, holograms or other identification on the products or packaging which clearly indicate the goods or services emanate from MLB. The mark ALL-STAR GAME or other marks containing the term ALL-STAR may not be used in connection with the marks, trade dress, word or design elements of the NBA or WNBA.	Worldwide
MLB	ALL-STAR GAME FANTASY CAMP Logo 	This mark may only be used with thin red outline around the words All Star Game and Fantasy Camp.	Worldwide
MLB	ALL-STAR GAME FINAL VOTE Logo 	This mark may only be used in connection with Major League Baseball All-Star Game Final Vote campaign.	Worldwide
MLB	All Star Game American League 2011 Cap Logo 	This mark may only be used on apparel.	Worldwide




CLUB	MARK	LIMITATIONS	COUNTRY
MLB	All Star Game National League 2011 Cap Logo 	This mark may only be used on apparel.	Worldwide
MLB	All Star Game National League 2012 Cap Logo  or 	This mark may not be used on or in connection with (i) watches, watch accessories, and watch dials (in Class 14); (ii) figurines, beverage ware, mugs, dishware, ice buckets, candle holders, ornaments, household utensils, ceramic and porcelain items (in Class 21); and/or (iii) sports gloves, batting gloves, fielding gloves, wristguards, wristbands (in Class 28); and (iv) wine (in Class 33).	Worldwide
MLB	All Star Game American League 2013 Cap Logo 	This mark may not be used in connection with wine.	Worldwide
MLB	All Star Game National League 2013 Cap Logo 	This mark may not be used in connection with wine.	Worldwide
MLB	All Star Game American League 2013 Jersey Lettering 	On apparel, this mark may only be used on the following specific items: jerseys, T-shirts, headwear, tank tops, outerwear, workout wear, sweatshirts, pants, shorts, polo shirts and children's apparel.	Worldwide
MLB	All Star Game National League 2013 Jersey Lettering 	On apparel, this mark may only be used on the following specific items: jerseys, T-shirts, headwear, tank tops, outerwear, workout wear, sweatshirts, pants, shorts, polo shirts and children's apparel.	Worldwide








CLUB	MARK	LIMITATIONS	COUNTRY
MLB	<p>ALL STAR GAME with Face Design Marks</p> 	<p>These marks may not be used on or in connection with cross-body bags, messenger bags, satchels, bicycle bags, purses, wallets and fanny packs.</p> <p>The contrast between face design and background of these marks should be significant enough that the Face Design element can be clearly identified as a full face and head and not a separate hat and mustache design.</p>	Worldwide
MLB	<p>All Star SPECIAL STARS GAME Word Mark and Logo</p> 	<p>The Special Stars Game word mark must always be used with another mark or logo of MLB such as the silhouetted batter logo.</p>	Worldwide
MLB	<p>All Star Game 2015 Standalone Face/Hat/Mustache Design Marks</p> 	<p>The <b>Face Design</b> mark may not be used on or in connection with cross-body bags, messenger bags, satchels, bicycle bags, purses, wallets and fanny packs.</p> <p>The <b>Mustache Design</b> may not be used on or in connection with:</p> <ul style="list-style-type: none"> <li>(i) Toiletries of all kinds, including without limitation, shampoos, cosmetics, colognes/perfumes, lip balms, lotions, soaps and shaving supplies;</li> <li>(ii) Rental car services;</li> <li>(iii) Ketchup and other condiments;</li> <li>(iv) Toys of all kinds, including without limitation, plush toys, toy figures, dolls and doll accessories, bobbleheads, mechanical toys, toy vehicles, board games and puzzles;</li> <li>(v) Sports equipment, including without limitation, baseballs and other sport balls;</li> <li>(vi) Wine and beer;</li> <li>(vii) Bottle openers;</li> <li>(viii) Restaurant services; and</li> <li>(ix) Cross-body bags, messenger bags, satchels, bicycle bags, purses, wallets and fanny packs.</li> </ul>	Worldwide






CLUB	MARK	LIMITATIONS	COUNTRY
MLB	ALL STAR WEEK VOLUNTEER 2014 Logo 	These marks may only be used in connection with the volunteer initiatives for the 2014 ALL STAR GAME, as well as in connection with the promotion of same.	Worldwide
MLB	ALL STAR WEEKEND	This mark may only be used in connection with another Major League Baseball mark such as MAJOR LEAGUE BASEBALL, MAJOR LEAGUE, MLB, the MLB silhouetted batter logo or other MLB logo clearly related to Major League Baseball.	Worldwide
MLB	ASG (2014) Logos  	These marks may not be used on or in connection with computer repair, computer installation or computer support/information technology services.	Worldwide
MLB	ASG with Mustache Design Marks  	These marks may not be used on or in connection with the following: (i) Toiletries of all kinds, including without limitation, shampoos, cosmetics, colognes/perfumes, lip balms, lotions, soaps and shaving supplies; (ii) Rental car services; (iii) Ketchup and other condiments; (iv) Toys of all kinds, including without limitation, plush toys, toy figures, dolls and doll accessories, bobbleheads, mechanical toys, toy vehicles, board games and puzzles; (v) Sports equipment, including without limitation, baseballs and other sport balls; (vi) Wine and beer; and (vii) Cross-body bags, messenger bags, satchels, bicycle bags, purses, wallets and fanny packs.	Worldwide
MLB	BEST GAME EVER (and) #BESTGAMEEVER	These marks may not be used on or in connection with any goods in International Class 28 (e.g., toys, games, sporting equipment, etc.)	Worldwide
MLB	BREAKTHROUGH LEAGUE	This mark must always be used with another mark or logo of MLB when used in connection with: (i) Photographs or printed goods, such as trading cards, books, posters, diaries, calendars, etc.; (ii) Jigsaw, 3D or other puzzles; (iii) Toothbrushes; (iv) Musical performances or recordings; or (v) Audio or video broadcasting services.	Worldwide
MLB	CHAMPIONS Logos (2014)	The word "CHAMPIONS" in CHAMPIONS logos must be in the same color as the accompanying words (e.g., AL WEST DIVISON, NATIONAL LEAGUE, WORLD SERIES, etc.) and may not be any larger in proportion to the accompanying words.	Worldwide
MLB	CROSTOWN CLASSIC	This mark may not be used on or in connection with: (i) computer games or computer game software (ii) musical concerts (iii) football games (iv) basketball games	Worldwide
MLB	CROSTOWN CUP	This mark may not be used on or in connection with: (i) computer games or computer game software (ii) musical concerts (iii) football games (iv) basketball games	Worldwide
MLB	CROSTOWN SERIES	This mark may not be used on or in connection with: (i) computer games or computer game software (ii) musical concerts (iii) football games (iv) basketball games	Worldwide




CLUB	MARK	LIMITATIONS	COUNTRY
MLB	DRAFT 2010 	This mark may only be used in the form shown and may not be used on or in connection with (i) bicycles or bicycle accessories; (ii) as the name of energy drinks or sports drinks; and/or (iii) for advertising agencies or advertising services.	Worldwide
MLB	DREAM SERIES Logos 	These marks may not be used in connection with inflatable furniture or air mattresses.	Worldwide
MLB	FALL STAR LEAGUE Word Mark and Logo 	This word mark must always be used in a logo that includes other marks of MLB when used in connection with: (i) goods or services related to music, such as, but not limited to, performances by a musical artist or musical recordings; or (ii) clothing.  This logo may not be used in connection with basketball games, basketball-related services or basketball goods.	Worldwide
MLB	FIELDS OF FASHION Word Mark and Logo 	These marks may only be used in connection with "pop up" shops, aimed at women, located in MLB ballparks.	Worldwide
MLB	FREEDOM SERIES 	This mark may only be used in the form shown and may not be used on or in connection with (i) baseball gloves, catcher's gloves and other baseball equipment; and/or (ii) insurance services or investment management services.	Worldwide
MLB	FREEWAY SERIES	This mark may not be used on or in connection with video games; toy vehicles and toy racetracks; eyewear; writing utensils and all other non-paper products in class 16 such as pens or paperweights; audio and video recordings primarily featuring music; educational audio and video recordings relating to personal and professional development and empowerment; any kind of computer software; and/or audio and video products for home and auto use such as radios, GPS systems, CD/DVD or video players, and cell phones.	Worldwide
MLB	GOGGLES OUT Word Mark and Logo 	This mark may not be used with the number '3' or the word 'THREE'.	Worldwide
MLB	GREEN TEAM	This mark may not be used in connection with the word JAZZ to form the mark JAZZ GREEN TEAM for any goods or services.	Worldwide
MLB	I-5 Series and I-70 Series	These marks may only be utilized for entertainment services and apparel.	Worldwide
MLB	KEYSTONE SERIES	This mark may not be used on or in connection with (i) non-metal buildings, storage facilities, or building materials; and/or (ii) metal mailboxes and support posts therefor.  This mark may only be used with both words appearing in the same size, font and color.	Worldwide
MLB	LEGENDS ARE BORN IN OCTOBER	This mark may only be used in its entirety; all of the words in the mark should appear in the same color, font and relative size; and the mark must appear in close visual association with other MLB marks. Moreover, this mark may not be used on or in connection with clothing, headwear and/or footwear in Ireland, the European Union or Australia.	Worldwide




CLUB	MARK	LIMITATIONS	COUNTRY
MLB	LET THE KIDS PLAY	This Mark may not be used in connection with the sports of lacrosse and/or hockey. This Mark must always be accompanied by another mark of MLB, such as the mark MLB or silhouetted batter logo.	Worldwide
MLB	LIBERTY SERIES	This mark must be used together with World Series or other MLB marks, logos or indicia.	Worldwide
MLB	LITTLE FIELD BIG EXPERIENCE	This mark may only be used in connection with apparel.	Worldwide
MLB	MLB ASSEMBLY	This mark may not be used in connection with: (i) Beauty salon/spa services; (ii) Wine; (iii) Mobile applications for photo sharing/management; (iv) Print publications related to architecture, interior design, urban planning or public policy; (v) Public policy research services related to place-based design; or (vi) Magazines and online services related to manufacturing industries.	Worldwide
MLB	MLB ELITE SERIES (Stylized) 	Except as noted in the next paragraph, this mark must always be used in the exact font shown here; all words in the mark must be the same color and relative size; and the mark must always appear in close visual proximity to the MLB silhouetted batter logo.  When used in an editorial context, this mark does not need to appear in the font shown here or in close visual proximity to the MLB silhouetted batter logo, but must appear in capitalized letters and either be italicized or bolded.	Worldwide
MLB	MLB Fourth @ Broadway Logo 	This mark may: (i) only be used on apparel; (ii) only appear exactly as shown here, never with the FOURTH & BROADWAY element alone and always with FOURTH @ BROADWAY spelled out completely within the logo (i.e. never as 4th @ Broadway, Fourth @ Bdway, etc.); and (iii) never appear on or in connection with any CD or DVD products or any product that looks like a CD or DVD (i.e. applied to any sort of circular product or sticker or the like that looks like a CD or DVD.)	Worldwide
MLB	MORE IS BETTER	This mark may only be used in connection with trading cards and in-stadium signage and advertisements associated with trading cards.	Worldwide
MLB	NL (Umpire Cap Logo) 	This mark may not be used on or in connection with cosmetics and toiletries, bags of all kinds, footwear and jewelry.	Worldwide
MLB	OCTOBER BASEBALL	This mark must always be used in conjunction with other marks of MLB and/or a Club.	Worldwide
MLB	ORANGE OCTOBER	This mark may not: (i) be used in Michigan and merchandise bearing the ORANGE OCTOBER mark may not be sold, offered for sale or distributed in Michigan; and/or (ii) be used in connection with live or recorded musical performances of any kind, including, without limitation, an actual or fictional musical group or individual performer.  The words ORANGE and OCTOBER must always be depicted (i) in the same size, color, font and prominence; (ii) with marks of the relevant Club so long as such Club marks include the full name of the Club, e.g. SAN FRANCISCO GIANTS, not just the SF letter mark or design-only marks; and (iii) with baseball indicia so that there is a definite baseball context with use of the mark.	Worldwide
MLB	PDP (This mark is an acronym for Prospect Development Pipeline)	The mark may not be used in connection with the sport of soccer, or any soccer indicia (such as, by way of example only, a soccer ball); and All uses of the mark must be accompanied by a mark of MLB, such as the marks MLB, MAJOR LEAGUE BASEBALL or the silhouetted batter design, and/or a mark of USA Baseball, such as the USA BASEBALL logo.	Worldwide





CLUB	MARK	LIMITATIONS	COUNTRY
MLB	<p>PLAY BALL Logo</p>  <p>PLAY BALL PARK Logo</p>  <p>PLAY BALL SUMMER Logo</p>  <p>PLAY BALL WEEKEND Logo</p> 	These marks may not be used on or in connection with any products, except when such products are given away at MLB Play Ball-denominated events.	Worldwide
MLB	<p>Postage Stamp Design Marks</p> 	Postage stamp design elements featured in the 2015 Spring Training Style Guide may not be used with a design of just a single palm tree or with designs of only palm trees. Also, postage stamp design marks not included in 2015 Spring Training Style Guide must be submitted for review and approval to MLBP Legal.	Worldwide
MLB	RELIEVER OF THE YEAR	This mark must always be used in a logo that includes other marks of MLB such as the <u>silhouetted batter logo</u> .	Worldwide
MLB	RBI Logos and Word Mark	The RBI logos and word mark may not be used in connection with "Reed," "Business," "Information" and/or "Business Information" as a composite mark or RBI as an acronym for anything other than "Reviving Baseball in Inner Cities," "Runs Batted In" and/or baseball-related terms.	Worldwide
MLB	ROOKIE LEAGUE	Any goods bearing the mark ROOKIE LEAGUE must also bear the MLB silhouetted batter logo, MAJOR LEAGUE BASEBALL or MLB on the goods themselves or on packaging, labels or hangtags for said goods. No use may be made of the mark ROOKIE BALL, and no use of any marks containing the term ROOKIE may be made on footwear.	Worldwide
MLB	<p>Marks that contain the word SCORPIONS</p>	<p>These marks may not be used for a record label, musical sound or video recordings or a musical group. Also, these marks may not be used in a way that may cause confusion with SCORPIONS marks.</p> 	Worldwide
MLB	<p>Cactus League Background</p> 	This mark may only be used in connection with other marks or logos contained in the Spring Training Style Guide or marks of the Clubs or MLBP. Moreover, this mark may not be used in connection with any other third-party marks or designs without prior review and approval by MLBP Legal.	Worldwide

CLUB	MARK	LIMITATIONS	COUNTRY
MLB	Grapefruit League Background 	This mark may only be used in connection with other marks or logos contained in the Spring Training Style Guide or marks of the Clubs or MLB. Moreover, this mark may not be used in connection with any other third-party marks or designs without prior review and approval by MLB Legal.	Worldwide
MLB	Primary Spring Training Background 	This mark may only be used in connection with other marks or logos contained in the Spring Training Style Guide or marks of the Clubs or MLB. Moreover, this mark may not be used in connection with any other third-party marks or designs without prior review and approval by MLB Legal.	Worldwide
MLB	SPTR (short form of Spring Training mark)	This mark may not be used on any kind of cosmetic or skin care product, including, without limitation, lip balm or sunscreen products.	Worldwide
MLB	SQUAD READY and WHOLE SQUAD READY	This mark may only be used on or in connection with baseball game entertainment and educational services and apparel.	Worldwide
MLB	States Play Logo 	This mark may only be used in connection with baseball game entertainment and educational services and apparel.	Worldwide
MLB	STRIKE ZONE Logos and Word Mark	Any use of a mark comprising or containing the words STRIKE ZONE must be in connection with a Club or baseball.	Worldwide
MLB	Subway Series Logos and Word Mark	These marks may not be used in a way that would suggest affiliation with DIRECTV.	Worldwide
MLB	TAKE 17	These marks may not be used on baseball helmets with novelty attachments	Worldwide
MLB	TEAMMLB Logo 	This mark must always be used in conjunction with other marks of MLB and/or a Club.	Worldwide
MLB	TEAMMLB Logo	This mark may not be used other than as part of the logo as shown and the TEAM portion of the logo must never appear in the color red.	Worldwide
MLB	TENTH MAN or 10TH MAN Logos and Word Mark	Any goods or services using these marks must always make it clear on the goods and/or labels, hangtags, and/or packaging for such goods that they emanate from or are licensed by MLB or the Clubs, such as through the use of a logo of the Club or MLB, (e.g., Club cap logo, the MLB silhouetted batter logo, or other baseball indicia).	Worldwide
MLB	THIS IS BEYOND BASEBALL	This mark may not be used on or in connection with educational programs.	Worldwide
MLB	TRIPLE CROWN MIGUEL CABRERA D and Crown Logo 	This mark may not be used for baseball services, and use is limited to the award and promotional merchandise only. This mark is not approved for use on or in connection with the following goods and/or services: (i) Trading cards (ii) Watches and clocks (iii) CDs and DVDs (iv) Sunglasses (v) Hardware and power tools (vi) Cigars, cigarettes or smoking accessories (vii) Alcoholic beverages, including whiskey and wine (viii) Horse racing (ix) Sports cars and automobile racing	Worldwide







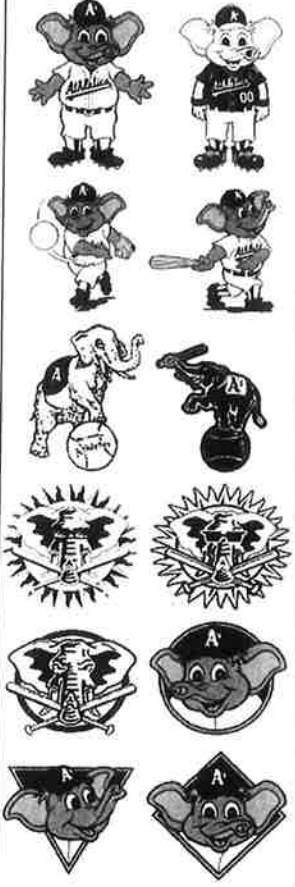
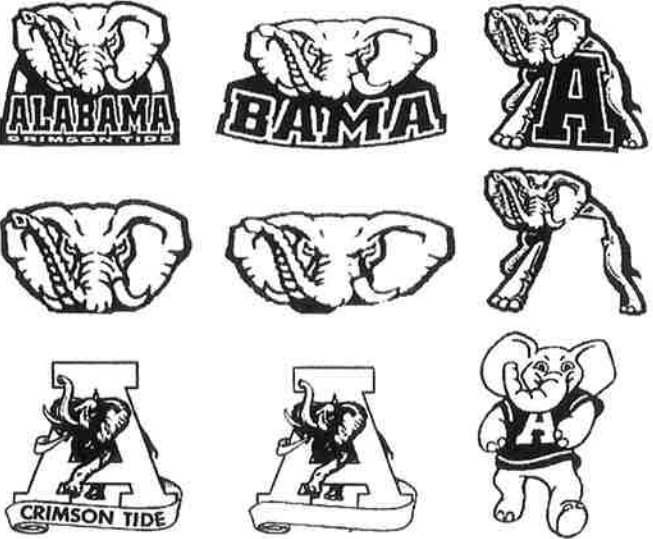
CLUB	MARK	LIMITATIONS	COUNTRY
MLB	Two Interlocking Leaves Design 	This mark must be used in close proximity to, or as part of, a WORLD SERIES mark or logo. Moreover, the mark may not be used in connection with (i) hotels, inns, and bed & breakfast services; or (ii) investment company and financial services.	Worldwide
MLB	WILD CARD Word Marks	<p>The mark WILD CARD, in any logo format, may NOT be used on or in connection with the following:</p> <ul style="list-style-type: none"> <li>(i) Golf equipment, including without limitation, golf clubs, golf bags, golf club head covers and golf tees, including giveaways and premiums;</li> <li>(ii) Resorts or hotels;</li> <li>(iii) Media promotion services, i.e., in connection with a sponsorship by a media promotion/advertising company or agency;</li> <li>(iv) Motorcycles or motorcycle parts or accessories;</li> <li>(v) Boxing related goods or services;</li> <li>(vi) Rental car services;</li> <li>(vii) World and logic puzzles;</li> <li>(viii) Board games; and</li> <li>(ix) Personal care or cosmetic products, including without limitation, anti-perspirants, deodorants or body sprays, except as part of a sponsorship arrangement with The Gillette Company</li> </ul> <p>In connection with cups or beverage containers, the mark WILD CARD may appear only on cups sold or given away in stadium or, if sold at retail, additional logos of the Clubs playing in the matchup must also appear with any WILD CARD logos.</p> <p>In connection with beer, ale or lager, the mark WILD CARD must NOT appear to be the brand name of any beer, ale or lager or the name of a brewery. However, Anheuser-Busch may use the annual WILD CARD logos in connection with its sponsorship of MLB and the Postseason provided that Anheuser-Busch is in compliance with the above requirement AND uses the WILD CARD logos in a manner that makes clear that such use is tied to MLB and its Postseason games. To achieve this, Anheuser-Busch could use the WILD CARD logos along with wording indicating that it is a sponsor of, or is presenting, the WILD CARD event, such as by using the WILD CARD logos with the wording "presented by," "sponsored by" or "brought to you by" Anheuser-Busch. Anheuser-Busch could also use the WILD CARD logos with additional marks or logos of the MLB entities such as the silhouetted batter logo, logos of the participating Clubs or other indicia of MLB and/or the WILD CARD event.</p>	Worldwide



CLUB	MARK	LIMITATIONS	COUNTRY
MLB	<p>WILD CARD Logo (2012)</p> 	<p>This WILD CARD logo may NOT be used on or in connection with the following:</p> <ul style="list-style-type: none"> <li>(i) lottery services or lottery games;</li> <li>(ii) word or logic puzzles;</li> <li>(iii) golf equipment, including without limitation, golf clubs, golf balls, golf bags, golf club head covers and golf tees, including giveaways or premiums;</li> <li>(iv) casino services;</li> <li>(v) restaurant services; however, the WILD CARD Logo or the WILD CARD PLAY IN or the WILD CARD PLAY IN WIN AND IN logos (below) may be used by Taco Bell in connection with its sponsorship of MLB and the 2012 Postseason provided that Taco Bell uses the logos in a manner that makes clear that such use is tied to MLB and its Postseason games. To achieve this, Taco Bell could use the WILD CARD Logo or the WILD CARD PLAY IN or WILD CARD PLAY IN WIN AND IN logos (below) along with wording indicating that it is a sponsor of, or is presenting, the 2012 WILD CARD event, such as by using the logos with the wording "presented by," "sponsored by" or "brought to you by" Taco Bell. Taco Bell could also use the logos with additional marks or logos of the MLB entities such as the MLB silhouetted batter logo, logos of the participating Clubs or other indicia of MLB and/or the WILD CARD event.</li> <li>(vi) resorts or hotels; however, the WILD CARD PLAY IN or WILD CARD PLAY IN WIN AND IN logos shown below may be used in connection with resorts or hotels;</li> <li>(vii) customer loyalty services or customer reward or incentive programs;</li> <li>(viii) media promotion services, i.e., in connection with a sponsorship by a media promotion/advertising company or agency;</li> <li>(ix) motorcycles or motorcycle parts or accessories;</li> <li>(x) boxing related goods or services; and/or</li> <li>(xi) personal care or cosmetic products, including without limitation, anti-perspirants, deodorants or body sprays, except as part of a sponsorship arrangement with The Gillette Company.</li> </ul> <p>In connection with cups or beverage containers, the WILD CARD logo may appear only on cups sold or given away in stadium or, if sold at retail, additional logos of the Clubs playing in the matchup must also appear with the WILD CARD logo.</p> <p>In connection with beer, ale or lager, the WILD CARD logo must NOT appear to be the brand name of any beer, ale or lager or the name of a brewery. However, Anheuser-Busch may use the WILD CARD logo or the WILD CARD PLAY IN or the WILD CARD PLAY IN WIN AND IN logos (below) in connection with its sponsorship of MLB and the 2012 Postseason provided that Anheuser-Busch uses the logos in a manner that makes clear that such use is tied to MLB and its Postseason games.</p>	Worldwide
MLB	<p>WILD CARD PLAY IN (2012 Logo) and WILD CARD PLAY IN WIN AND IN (2012 Logo)</p>  	<p>The phrase WIN AND IN is approved only as part of this WILD CARD WIN AND IN Logo and should not be used alone or separately from this logo.</p> <p>The WILD CARD PLAY IN Logo and the WILD CARD PLAY IN WIN AND IN Logo may NOT be used on or in connection with personal care or cosmetic products, including without limitation, anti-perspirants, deodorants or body sprays, except as part of a sponsorship arrangement with The Gillette Company.</p>	Worldwide







CLUB	MARK	LIMITATIONS	COUNTRY
MLB	<p>WILD CARD Logo (2013)</p> 	<p>This WILD CARD logo may NOT be used on or in connection with the following:</p> <ul style="list-style-type: none"> <li>(i) golf equipment, including without limitation, golf clubs, golf balls, golf bags, golf club head covers and golf tees, including giveaways or premiums;</li> <li>(ii) resorts or hotels;</li> <li>(iii) media promotion services, i.e., in connection with a sponsorship by a media promotion/advertising company or agency;</li> <li>(iv) motorcycles or motorcycle parts or accessories;</li> <li>(v) boxing related goods or services; and/or</li> <li>(vi) personal care or cosmetic products, including without limitation, anti-perspirants, deodorants or body sprays, except as part of a sponsorship arrangement with The Gillette Company.</li> </ul> <p>In connection with cups or beverage containers, the WILD CARD logo may appear only on cups sold or given away in stadium or, if sold at retail, additional logos of the Clubs playing in the matchup must also appear with the WILD CARD Logo.</p> <p>In connection with beer, ale or lager, the WILD CARD logo must NOT appear to be the brand name of any beer, ale or lager or the name of a brewery. However, Anheuser-Busch may use the WILD CARD logo in connection with its sponsorship of MLB and the 2013 Postseason provided that Anheuser-Busch uses the logos in a manner that makes clear that such use is tied to MLB and its Postseason games. To achieve this, Anheuser-Busch could use the WILD CARD Logo along with wording indicating that it is a sponsor of, or is presenting, the 2013 WILD CARD event, such as by using the logos with the wording "presented by," "sponsored by" or "brought to you by" Anheuser-Busch. Anheuser-Busch could also use the logos with additional marks or logos of the MLB entities such as the MLB silhouetted batter logo, logos of the participating Clubs or other indicia of MLB and/or the WILD CARD event.</p>	Worldwide
MLB	<p>WILD CARD Logo (2016)</p>  	<p>This WILD CARD logo may NOT be used on or in connection with the following:</p> <ul style="list-style-type: none"> <li>(i) golf equipment, including without limitation, golf clubs, golf balls, golf bags, golf club head covers and golf tees, including giveaways and premiums;</li> <li>(ii) resorts or hotels;</li> <li>(iii) media promotion services, i.e., in connection with a sponsorship by a media promotion advertising company or agency;</li> <li>(iv) motorcycles or motorcycle parts or accessories;</li> <li>(v) boxing related goods or services;</li> <li>(vi) rental car services;</li> <li>(vii) word and logic puzzles; and/or</li> <li>(viii) board games.</li> </ul> <p>The WILD CARD logos may NOT be used on or in connection with personal care or cosmetic products, including without limitation, deodorants or body sprays, except as part of a sponsorship arrangement with The Gillette Company.</p> <p>In connection with cups or beverage containers, the WILD CARD logos may appear only on cups sold or given away in stadium or, if sold at retail, additional logos of the Clubs playing in the matchup must also appear with the WILD CARD logos.</p> <p>In connection with beer, ale or lager, WILD CARD logos must NOT appear to be the brand name of any beer, ale or lager or the name of a brewery. However, Anheuser-Busch may use the WILD CARD Logos in connection with its sponsorship of MLB and the 2016 Postseason provided that Anheuser-Busch uses the logos in a manner that makes clear that such use is tied to MLB and its Postseason games. To achieve this, Anheuser-Busch could use the WILD CARD logos along with wording indicating that it is a sponsor of, or is presenting, the WILD CARD event, such as by using the logos with the wording "presented by," "sponsored by" or "brought to you by" Anheuser-Busch. Anheuser-Busch could also use the logos with additional marks or logos of the MLB Entities such as the Silhouetted Batter logo, logos of the participating Clubs or other indicia of MLB and/or the WILD CARD event.</p>	Worldwide
MLB	WORLD SERIES or WS Logos and Word Marks	These marks may not be used on or in connection with beer pong tables (namely, tables that are marketed, promoted, sold or offered for sale specifically for use in connection with the sport of beer pong) or in connection with the sponsorship or endorsement of a beer pong competition or tournament.	Worldwide
MLB	<p>WORLD SERIES Logo (2014)</p> 	The words "WORLD SERIES" in the WORLD SERIES logo may not appear in the color red.	Worldwide





CLUB	MARK	LIMITATIONS	COUNTRY
New York Mets	METROPOLITAN BASEBALL CLASSIC	This word mark may never be directly preceded by "NEW YORK" or "NY," except when it is used with the Club's interlocking "NY" mark as shown in the logo. 	Worldwide
New York Mets	MBC	 This mark may only be used as part of the following logo and never alone or as part of any other design.	Worldwide
New York Mets	METROPOLITANS word mark	This mark may never be directly preceded by "NEW YORK" or "NY". Moreover, this mark must always be used with other marks and indicia of the Club.	Worldwide
New York Mets	METS Marks	No mark, name or domain name containing the Club's METS Marks may be used in any form, manner or context confusingly similar with the Mets design below. 	Worldwide
New York Mets	YA GOTTA BELIEVE	This mark may not be used in connection with charitable fund raising services and charitable financial assistance and grants, all in the field of brain cancer and brain tumor research and related issues. No use may be made of the marks YGB or 45YGB.	Worldwide
New York Yankees	BABY BOMBERS	This mark may not be used in connection with candy products.	Worldwide
New York Yankees	BRONX DYNASTY, RING DYNASTY, 27 TIME DYNASTY and CAPTAIN OF A DYNASTY	These "Dynasty" word marks may only be used on or in connection with apparel and headwear.	Worldwide
New York Yankees	THE INSIDE EXPERIENCE	This mark may only be used in connection with: (i) Apparel; (ii) Advertising; (iii) Marketing and promotional services; (iv) Entertainment; or (v) Sporting event services.	Worldwide
New York Yankees	YANKEE HANKEE	This mark may only be used in connection with rally towels, and "Yankee" and "Hankee" must both appear together in the same size, font and color.	Worldwide
New York Yankees	YANKEES Logos and Word Marks	On motorcycles or motorcycle-replica products, any mark containing or comprising YANKEES may only be used as part of the NEW YORK YANKEES unitary mark.	Worldwide
Oakland Athletics	Athletics "A" marks	No mark comprising or containing one of the Club's stylized A marks may be used in combination with the word CHINO, except that the word CHINO may be used with one of the Club's stylized A marks in a descriptive manner, such as to describe the fabric or products referred to as "chinos".	Worldwide
Oakland Athletics	A's BRAND	The "A's" and "BRAND" elements of this mark must be in the same color and font and must be located together or in close visual proximity to each other, provided, however, that the "BRAND" element may be the same size or smaller than the "A's" element and need not be emphasized. This mark may not be used on or in connection with beer. When this mark is used on or in connection with food, beverage or restaurant services care should be taken to ensure the mark used is clearly the composite mark A's BRAND.	Worldwide
Oakland Athletics	ATHLETICS Logos and Word Marks	On motorcycles or motorcycle-replica products, the ATHLETICS mark must appear with other marks or indicia of the Club.	Worldwide
Oakland Athletics	ATLETICOS	This mark may only be used (i) on baseball jerseys in the Club jersey stylization and with the MLB silhouetted batter logo on the back of the jersey and the sleeve patch; (ii) in connection with soccer clubs; physical fitness, sports training, and sports medicine services; sports rink equipment; pharmaceuticals and nutritional supplements; medical equipment; advertising agency services; and restaurant services, only with the word OAKLAND to form the unitary composite mark OAKLAND ATLETICOS; and (iii) for all other goods and services, only with ATLETICOS in the Club jersey stylization and with the Club's primary logo in close proximity to the ATLETICOS mark.	Worldwide

CLUB	MARK	LIMITATIONS	COUNTRY
Oakland Athletics	Elephant Logos	<p>No use may be made of the elephant designs below or any designs or marks confusingly similar with such elephant designs.</p>  <p>and</p>	Worldwide
Oakland Athletics	<p>Elephant Logos</p> 	<p>No use may be made of the elephant designs below or any designs or marks confusingly similar with such elephant designs. (The official club elephant designs to the left are deemed <u>not</u> confusingly similar.) Also, no elephant designs (including the official club elephant designs to the left) may be used with the terms ROLLTIDE, CRIMSON TIDE, BAMA, ALABAMA, ALABAMA CRIMSON TIDE, or a combination of such terms.</p> 	Worldwide





CLUB	MARK	LIMITATIONS	COUNTRY
Oakland Athletics	GREEN COLLAR BASEBALL	<p>This mark may not be used on or in connection with:</p> <ol style="list-style-type: none"> <li>(1) Bags, luggage or umbrellas;</li> <li>(2) Computer software;</li> <li>(3) Any of the following categories of business (in which the Club alone or the Club and a sponsor together are involved): <ol style="list-style-type: none"> <li>a. Computer software;</li> <li>b. Services related to sustainable business practices;</li> <li>c. Employment agency services;</li> <li>d. Business management and business operations services, environmental sciences, engineering, risk management and transportation management services;</li> <li>e. Construction and waste treatment services;</li> <li>f. Environmental regulatory services;</li> <li>g. Scientific research;</li> <li>h. Real estate development;</li> <li>i. Training in the field of vegetation management and other environmental issues;</li> <li>j. Surveying and engineering;</li> <li>k. Employment, education, certification, advocacy and commerce services in industries and fields that have a net benefit on the environment;</li> <li>l. Providing a website for homeowners to access information featuring providers of environmentally responsible home energy audits and ratings, diagnostic testing and retrofitting; and</li> <li>m. Landscape design.</li> </ol> </li> </ol>	Worldwide
Oakland Athletics	OAKTOBER word mark	This mark may not be used in connection with beer and beer-related goods and services, including, without limitation, beer cups and signage on or around beer stands in the Club's stadiums or elsewhere.	Worldwide
Oakland Athletics	ROOTED IN OAKLAND word mark	<p>This mark must always be used in combination with other marks of the Club when used on or in connection with:</p> <ol style="list-style-type: none"> <li>a. Clothing, headwear or footwear;</li> <li>b. Food or (non-alcoholic) beverage goods or services; or</li> <li>c. Financial services.</li> </ol> <p>This mark may not be used on or in connection with wine or alcoholic beverages.</p>	Worldwide
Philadelphia Phillies	BE BOLD	This mark must always be used in close visual proximity to <b>another</b> mark of the Club.	Worldwide
Philadelphia Phillies	Brotherly Glove Logo 	This mark must always be used in connection with apparel products.	Worldwide
Philadelphia Phillies	THE GALAPAGOS GANG Word Mark and Logos 	The GALAPAGOS GANG word mark may only be used along with a depiction of one or more of the mascots (shown here) and/or with another mark or logo of the Club.	Worldwide




CLUB	MARK	LIMITATIONS	COUNTRY
Philadelphia Phillies	IGGY THE LAND IGUANA Word Mark and Logo 	The IGGY THE LANG IGUANA word mark may only be used along with a depiction of the mascot (shown here) or with another mark or logo of the Club; and when used in connection with children's books, this word mark must be used along with both a depiction of the mascot and with another mark or logo of the Club.	Worldwide
Philadelphia Phillies	BESSIE THE BLUE-FOOTED BOOBY Word Mark and Logo 	The BESSIE THE BLUE-FOOTED BOOBY word mark may only be used along with a depiction of the mascot (shown here) and/or with another mark or logo of the Club.	Worldwide
Philadelphia Phillies	CALVIN THE GIANT TORTOISE Word Mark and Logo 	The CALVIN THE GIANT TORTOISE word mark may only be used along with a depiction of the mascot (shown here) and/or with another mark or logo of the Club.	Worldwide
Philadelphia Phillies	SID THE SEA LION Word Mark and Logo 	The SID THE SEA LION word mark may only be used along with a depiction of the mascot (shown here) and/or with another mark or logo of the Club.	Worldwide
Philadelphia Phillies	P (Phillies cap designation) 	This mark may not be used on (i) the ankle portion of any high top style footwear; or (ii) on the outer heel portion of footwear of any style. Moreover, any use of this mark must be in connection with other marks or indicia of the Club or MLB.	Worldwide
Philadelphia Phillies	PHANATIC and FIVE POINTED STAR Logo 	This mark must always appear: (i) as a unitary mark with PHANATIC and the 5 pointed star design appearing together; and (ii) with other indicia of the Club or MLBP.	Worldwide











CLUB	MARK	LIMITATIONS	COUNTRY
Philadelphia Phillies	PHANAVISION	This mark may be used <u>only</u> (i) in connection with providing live video presentations of baseball exhibitions and other events shown only within the Club's home stadium; (ii) to advertise those services to sponsors and prospective sponsors of such video presentations; (iii) on game programs, score sheets, and the like which are issued to the general public who enter the PHILLIES Stadium; and/or (iv) on employee T-shirts for employee use in the home stadium directly involved with presentation of the videos. No use of the mark may be made to create or suggest an association with Panavision. No use of PHANACAM or any other mark with the PHANA prefix may be made for, on or in connection with photographic, cinematographic, optical or lighting equipment or any video presentations.	Worldwide
Pittsburgh Pirates	BUCTOBER	This mark must appear with other marks or indicia of the Club or MLB.	Worldwide
Pittsburgh Pirates	Marks that contain the word PIRATES and the primary logos (old and new) 	These marks may not be used for apparel products other than upper garments, namely team uniforms, shirts, dress shirts, T-shirts; long and short pants, sports jackets, fleece jackets, sweatshirts, pullovers, training and jogging suits; socks, scarves, gloves, shoes, sports shoes, headgear, baseball caps, sweaters and/or visors. <b>No use may be made of the term PIRATE (in the singular form).</b>	Worldwide
Pittsburgh Pirates	PITTSBURGH (Stylized) or P (Stylized) marks	No use may be made of any stylized PITTSBURGH or stylized P marks in a way to cause confusion with the University of Pittsburgh marks (attached hereto as <b>Attachment 8</b> ).	Worldwide
Pittsburgh Pirates	RAISE IT Word Mark	This mark may not be used in connection with furniture or games of chance, and must <b>always be used with other marks of the Club.</b>	Worldwide
Pittsburgh Pirates	RTJR Word Mark (acronym for Raise The Jolly Roger)	This mark must always be used <b>with other marks of the Club.</b>	Worldwide
San Diego Padres	FREQUENT FRIAR	This mark must appear with other indicia of the Club or MLB <u>except that the mark may NOT appear with the Padres cap logo.</u> Any use of this mark must include FREQUENT and FRIAR in the same size, font, and color. This mark may not be used on or in connection with educational services or wine.	Worldwide
San Diego Padres	FRIAR FAITHFUL	This mark must appear with other indicia of the Club or MLB <u>except that the mark may NOT appear with the Padres cap logo.</u> Any use of this mark must include FRIAR and FAITHFUL in the same size, font, and color. This mark may not be used on or in connection with any football-related goods or services; sunglasses; eyeglasses and eyeglass accessories; leather goods; canned vegetables; lawn fertilizers; wine; candy; or cigars.	Worldwide
San Diego Padres	KEEP THE FAITH Word Mark	Any use of this mark on clothing or other collateral merchandise must be made together with the PADRES or SD marks to form a <b>composite mark.</b>	Worldwide
San Diego Padres	Padres Military Appreciation Logo 	This mark may not be used on or in connection with inflatable structures.	Worldwide
San Diego Padres	SWING FOR YOUR SEATS Word Mark	Any use of this mark must be made <b>solely in a baseball context</b> so that the words are understood to have a baseball-related meaning, and not in connection with any other activities or products or any other contexts, including, without limitation, golf, dance, music, treasure hunts, charitable fundraisers, public awareness initiatives, or juice beverages. Moreover, any use of this mark must be limited to baseball games or related promotional events taking place within the Club's stadium.	Worldwide
San Francisco Giants	BELIEVEN Word Mark	This mark must always be used: (i) in a distinctive stylization that sets out the EVEN component of the mark in a different color; and (ii) with the numbers 2010, 2012, 2014 or 2016 or with another mark of the Club in close proximity to this mark.	Worldwide
San Francisco Giants	CHAMPION BLOOD	This mark must always be used with the Club's SF or GIANTS marks and must never be used in connection with the sport of soccer, soccer events or soccer equipment.	Worldwide













CLUB	MARK	LIMITATIONS	COUNTRY
San Francisco Giants	CRAZY CRAB Word Mark and Logos 	The word mark may not be used on or in connection with: (i) food items or restaurant services; (ii) toys and games, including slot machines and claw-grab games; or (iii) hot air balloon rides, boat rides or diving.  The logos must always be used with the Club's SF or GIANTS marks	Worldwide
San Francisco Giants	GIANT RACE Logo and SAN JOSE GIANT RACE Logo 	These marks may not be used on or in connection with: (i) toy vehicles; and/or (ii) bicycle-related goods or services, including, without limitation, bicycle races.	Worldwide
San Francisco Giants	GIANT	Any use of GIANT in connection with providing online computer games must include a Major League Baseball and/or the San Francisco Giants mark. The GIANT and spiral design below (and any mark similar to it) may not be used. 	Worldwide
San Francisco Giants	Marks that contain or comprise the word GIANTS	These marks may not be used with the word SKYLANDERS.	Worldwide
San Francisco Giants	GIANTS GAMER word mark	This mark may not be used or registered in connection with (i) baseball or softball gloves and/or baseball or softball mitts; or (ii) goods and services relating to video games, including without limitation, providing video game news and information via the Internet.	Worldwide
San Francisco Giants	GIANTS TRILOGY	This mark must not be used in connection with eyeglasses and sunglasses; protective cases for wireless devices including cell phones, portable media players, electronic reading devices and PDAs; jewelry; wine and spirits; toiletries, cosmetics, and hair and beauty products; and trading cards.	Worldwide
San Francisco Giants	GIGANTES	This mark may not be used in connection with crackers and burritos.	Worldwide
San Francisco Giants	IT DOESN'T GET MORE	This mark must appear with another mark of the Club or MLB.	Worldwide
San Francisco Giants	JUNIOR GIANTS word mark	This JUNIOR GIANTS mark must always be used with at least one other mark of the Club. The JUNIOR GIANTS mark below may be used. 	Worldwide
San Francisco Giants	ROAD TO HISTORY	This mark must appear with other indicia of the Club or MLB.	Worldwide
San Francisco Giants	WE ARE SF. WE ARE GIANT.	This mark may not be used in connection with bicycle-related goods and services.	Worldwide
Seattle Mariners	MARINEROS	This mark must be featured along with another Seattle Mariners mark or other marks licensed by MLB as are approved by Licensor on a case-by-case basis.	Worldwide
Seattle Mariners	MOJO RISIN'	This mark must appear with other indicia of the Club or MLB and may not be used on or in connection with: jewelry; eyewear; or music-related goods or services.	Worldwide
St. Louis Cardinals	BASEBALL HEAVEN	When used in connection with the St. Louis Cardinals Club, this mark must be featured along with another St. Louis Cardinals mark. Licensed products bearing this mark when associated with the Cardinals Club may only be sold in the St. Louis Cardinals home television territory. Licensed products bearing this mark when associated with the Cardinals Club may not be sold online.	Worldwide


CLUB	MARK	LIMITATIONS	COUNTRY
St. Louis Cardinals	Bird Logo 	This mark must appear with another mark of the Club or MLB.	Worldwide
St. Louis Cardinals	CARDENALES	This mark may not be used in connection with (i) alcohol and wine; (ii) olive oil; (iii) cheese; (iv) tobacco products and smokers' accessories; (v) the sport of basketball, or any basketball teams or basketball games; (vi) game products; (vii) the word ARIZONA, the colors red and black, or football indicia, or in any manner that suggests a connection or affiliation with the ARIZONA CARDINALS football team; and/or (viii) clocks, watches or watch accessories.	Worldwide
St. Louis Cardinals	CARDINAL	No use may be made of the Club's CARDINALS marks in connection with game products in International Class 28 in any form, manner or context likely to be confused with Cardinal Industries' CARDINAL mark: 	Worldwide
St. Louis Cardinals	CARDINAL NATION and CARDS	These marks must be featured along with another St. Louis Cardinals mark or another mark licensed by Licensor.	Worldwide
St. Louis Cardinals	CARDINALS HALL OF FAME AND MUSEUM Logo 	This mark must not be used in connection with restaurant services.	Worldwide
St. Louis Cardinals	CARDINALS NATION Word Mark	This mark may only be used with other marks, logos or indicia of the St. Louis Cardinals Club.	Worldwide
St. Louis Cardinals	CARDINALS Logos and Word Marks	No use of the mark CARDINAL (singular) alone may be made in connection with clocks, watches, or watch accessories in any stylization similar to the stylization shown here:  No use of the CARDINALS mark may be made in connection with the word ARIZONA, the colors red and black, or football indicia, or in any manner that suggests a connection or affiliation with the ARIZONA CARDINALS football team.	Worldwide
St. Louis Cardinals	CARDINALS (1922 stylization) 	When used with the following goods and services, this mark must be used with other marks of the Club: fishing reels and rods; jewelry and watches; wine and liquor; toys, games, and playthings; veterinary preparations; inflatable boats; ring binders and snap binders; beverage stirrers and drinking straws; glassware and beverage wear; cosmetics and perfumes; disinfectants and cleaning preparations; pharmaceuticals; pesticides; hand tools, cutlery; and consumer electronics.	Worldwide

CLUB	MARK	LIMITATIONS	COUNTRY
St. Louis Cardinals	REDBIRDS and/or Cardinal Bird Logo	<p>The REDBIRDS marks may only be used in conjunction with other MLB indicia (e.g., an MLB silhouetted batter logo, MAJOR LEAGUE BASEBALL, MLB, "St. Louis" or other geographic terms of affiliated club geographic designations, or other Club marks), on labels, hangtags, or promotional literature, except may use REDBIRDS alone if used on giveaway items or products sold at the Club's stadium, clubhouse store, official Club or MLB websites, or in connection with a promotion that clearly relates to the Club or its affiliated teams. No use of REDBIRD (or a depiction of a cardinal bird) may be made in a manner similar to Illinois State University marks (as shown below) or that would suggest a connection with Illinois State University.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p style="text-align: center;">Registered Version      Version Used on IL State Univ Website</p>	Worldwide
St. Louis Cardinals	STL Vintage Logo 	This mark may not be used alone and must only be used with other marks, logos or indicia of the Club for all goods and services.	Worldwide
St. Louis Cardinals	TRADITION MEETS TODAY	This mark must always be used with another distinctive mark or logo of the Club, such as the <b>CARDINALS</b> mark, the birds on the bat logo, or another logo or mark of the Club.	Worldwide
Tampa Bay Rays	9=8	This mark may not be used on or in connection with automobiles; auto racing services, or vegetable juice.	Worldwide
Tampa Bay Rays	98 BURST Logo	This mark may not be used on or in connection with playing cards.	Worldwide
Tampa Bay Rays	RAYS Logos and Word Marks	On motorcycles or motorcycle-replica products, any marks containing or comprising the RAYS mark must appear with other marks or indicia of the Club.	Worldwide
Tampa Bay Rays	Rays marks that contain the letters "TB" 	These marks may not be used incorporating a cross similar to Pleasant's Cross Design as shown here.	Worldwide
Tampa Bay Rays	RAYS UP Logo or Word Mark 	This mark should not be used in connection with: (1) counseling services in the field of health and/or lifestyle wellness; or (2) any services relating to blood donation.  This mark should always be used with another mark of the Club or in the Club's stylization.	Worldwide
Tampa Bay Rays	RAYS WAY	This mark may not be used on or in connection with beer.	Worldwide
Texas Rangers	Ivan Rodriguez Hall of Fame Patch 	This mark may only be used in conjunction with other marks of MLB and/or the Rangers Club.	Worldwide




CLUB	MARK	LIMITATIONS	COUNTRY
Texas Rangers	LONE STAR GRIT	<p>This mark may not be used in connection with:</p> <ul style="list-style-type: none"> <li>(1) footwear;</li> <li>(2) baseball accessory bags (including baseball tower bags and baseball backpacks);</li> <li>(3) baseball equipment and accessories (including bats, caps, catchers' masks, cleats, gloves, jerseys, pitching screens, shirts, shoes, uniforms and bases for baseball);</li> <li>(4) youth baseball leagues or tournaments;</li> <li>(5) exercise videos for yoga, cycling, or physical fitness;</li> <li>(6) ladies' jeans;</li> <li>(7) community college or educational services; or</li> <li>(8) beer, including in advertising or promotion of beer.</li> </ul> <p>This mark may not be used along with a star design on clothing.</p>	Worldwide
Texas Rangers		<p>These marks may not be used on (i) the ankle portion of any high top style footwear; or (ii) on the outer heel portion of footwear of any style. Moreover, any use of these marks must be in connection with other marks or indicia of the Club or MLB.</p>	Worldwide
Texas Rangers	<p>Mark that contains TEXAS RANGER primary logo</p> 	<p>This mark may not be used on (i) the ankle portion of any high top style footwear; or (ii) on the outer heel portion of footwear of any style. Moreover, any use of this mark on the exterior of any footwear must be in close visual proximity to a secondary mark of the Club or MLB (1) which does not contain any star design or element and (2) is at least one half inch (1/2") in height or length or otherwise is as prominent as the star mark shown to the left.</p>	Worldwide
Texas Rangers	NO MATTER WHERE WE BALL TEXAS STANDS TALL	This mark may only be used on apparel.	Worldwide
Texas Rangers	RANGER or RANGERS Logos and Word Marks	No use may be made of the marks GIRL RANGERS OF AMERICA or RANGER GIRLS OF AMERICA in connection with educational and leadership services, namely, providing programs, workshops, modules and training for girls and young women for social development in the fields of citizenship, family life, disabilities awareness, and law, physical development in the fields of athletics, sports, personal fitness and wilderness survival, instructional courses in the fields of communications, computers, entrepreneurship, journalism, public speaking and scholarship, and cultural awareness development in the fields of art, genealogy, music and theater.	Worldwide
Texas Rangers	RANGERS	This mark must only be used in its plural form; however, RANGER may be used in the singular form to refer to a single representative of the baseball club. Wherever possible, any merchandise involving the RANGERS mark should have on the product, packaging, labels or hangtags for such products a reference to the fact it is licensed by the Texas Rangers Club or MLB. RANGERS may not be used in a manner suggesting a connection with Ford.	Worldwide
Texas Rangers	RANGERS Logos and Word Marks	On motorcycles or motorcycle-replica products, the RANGERS mark must appear with other marks or indicia of the Club.	Worldwide
Texas Rangers	Marks that contain the word RANGERS	These marks may not be used in relation to soccer.	Worldwide
Texas Rangers	<p>RANGERS REPUBLIC and #RANGERS REPUBLIC Stylized and Word Marks</p> 	These word and stylized marks must always be used together with the Club's primary logo and/or other marks of the Club that contain the full name of the club, i.e., TEXAS RANGERS.	Worldwide











CLUB	MARK	LIMITATIONS	COUNTRY
Texas Rangers	T (Rangers cap designation) and TEXAS (Stylized) 	These marks may not be used in orange or in white with an orange background. When used on quads, these marks must have labels, hangtags, packaging or other indicia to indicate they are licensed by MLBP and must not cause confusion with the University of Texas marks shown below.    Registered Versions Version Used on Univ. of Texas Website	Worldwide
Texas Rangers	T (Rangers cap designation) and TEXAS (Stylized) 	For watches, this mark may only be used in combination with the MLB silhouetted batter logo and/or the MAJOR LEAGUE BASEBALL, RANGERS, or TEXAS RANGERS word marks on the products, packaging, hangtags or labels. This restriction does not apply to watches sold at the stadium where the RANGERS play their home games. No use of this mark may be made in a manner likely to cause confusion with the Tissot "T" mark below. 	Worldwide
Toronto Blue Jays	BLUE JAYS Logos and Word Marks	BLUE JAYS logos and word marks may not be used in a manner to suggest that the Club is associated or affiliated with, endorsed or sponsored by, Beckwith Electronic Co. or its wireless data transceivers used in electronic industry.	Worldwide
Toronto Blue Jays	COME TOGETHER or COME T.O.GETHER Word Marks	This mark may not be used in connection with business consultation services; mediation and arbitration services; computer software for database management, applications development or telecommunication services; retail department store services; real estate services; insurance services; machinery, safety clothing and accessories; automotive parts; charitable services; financial services; public health services; healthcare and biotech services; English as a second language class services; videography services; scientific services; or webcasting of funerals, weddings and other family events.	Worldwide
Toronto Blue Jays	Maple Leaf Design Sleeve Patch 	This mark may only be used in the United States and Canada and must appear with other indicia of the Club or MLB.	Worldwide
Toronto Blue Jays	Maple Leaf Design Sleeve Patches 2013 	In the United States, these marks may not be used for high-end sneakers or boots. In Canada, the marks may not: (i) if used on hockey jerseys, be used with the word CANADA above or below the marks; (ii) be used as stand-alone marks on jerseys or shirts with striping or banding patterns on the sleeves similar to the patterns shown below; (iii) be used for dance shoes; or (iv) if used on other kinds of shoes, be placed on the back quarter/heel portion of the shoes.  	Worldwide
Toronto Blue Jays	ROGERS CENTRE	This mark must not be featured on any fabrication with a visual pattern (by way of example, but not limitation, stripes or plaid).	Worldwide



Washington Nationals	<p>Racing President Characters</p> 	<p>The full names of the characters of <b>Theodore Roosevelt</b>, <b>Abraham Lincoln</b>, <b>George Washington</b>, <b>Thomas Jefferson</b> and <b>William Taft</b> must be used. For <b>Calvin Coolidge</b> and <b>Herbert Hoover</b>, the full name or the nickname, <b>Calvin</b> or <b>Herbie</b>, alone, may be used (all subject to any limitations below).</p> <p><b>ALL WORD MARKS:</b> Limitations on use of the names of the president mascots are as follows:  The marks must not be used on or in connection with pistols, ammunition and firearms; sports and hunting knives and leather sheaths for knives; food products, candy and snack mixes; sauces and condiments; fruits and fruit flavored drinks; wine (including wine coolers), beer and ale; coffee and coffee beans; cigarettes or tobacco products; luggage and other bags; mattresses and box springs, bedspreads, and other bedding; furniture; full size or toy log cabin fabrication kits; twine; building materials; metal sculptures; valves; windows; pleasure boats and boat retail outlets; motor coach services; railroad transportation services; rail splitting athletic contests; motor racing, golf or country club services and golf courses; real estate services; hotel or lodging services; restaurant services and food related services; investment, financial and insurance services; radio broadcasting services; health care services; law school services; philanthropic services; providing incentives to people and organizations to demonstrate excellence in the field of community services through the issuance of awards; book shops in the Chicago area; printed goods related to corporate giving; mirrors and pictures frames; men's toiletries and shaving products; soaps, creams and lotions; and wedding gowns and dresses.</p> <p><b>ALL LOGOS:</b> Limitations on use of ALL the president mascot logos are as follows:  The marks must always be depicted (i) with one of the Club's NATIONALS logos (i.e. the primary logo, the jersey lettering or any other mark that specifically includes the mark "NATIONALS" and not just the Club's Stylized W mark) prominently displayed on the uniform or other clothing; and (ii) in a baseball context, such as in a baseball uniform, within a baseball-themed design, or carrying a baseball bat, mitt, ball, etc. Appearances in or around a baseball stadium and/or in connection with baseball players is sufficient to satisfy part (ii) of this requirement.</p> <p><b>ABRAHAM LINCOLN Logo:</b> May not be used in connection with a tool box.</p> <p><b>CALVIN COOLIDGE Word Mark:</b> When used on footwear, must always be used with a depiction of the Calvin Coolidge logo.</p> <p><b>CALVIN Word Mark:</b> Must always be used together with a depiction of the Calvin Coolidge logo. Furthermore, this mark may never be used alone or with a depiction of the Calvin Coolidge logo for the following goods and services:  perfume, cologne, bath oil, cosmetics, cosmetic masques and makeup remover; silverware and cutlery; eyeglasses, sunglasses and related accessories; computers and computer software; digital media featuring music and entertainment; downloadable e-books for children; hair combs and brushes and hair styling accessories; housewares, glassware and dishes; towels, drapery, upholstery fabrics and handkerchiefs; clothing buckles and clasps, zippers, ribbons, lace and embroidery, needles, buttons and artificial flowers; ornamental badges; carpets, rugs and other floor coverings; vinyl or plastic wall coverings; stuffed toys and plush; seeds and plants; non-alcoholic cocktail mixes; as the name of a retail store; advertising and promotional services; and charitable fundraising services.</p> <p><b>WILLIAM TAFT Logo:</b> May not be used in connection with any lotteries or games of chance for prizes of value.</p>	Worldwide
Washington Nationals	NATIONALS	This mark may only be used as part of <b>WASHINGTON NATIONALS</b> or, if used alone, in an approved Club font or with a secondary mark of the Club or <b>MLBP</b> .	Worldwide










CLUB	MARK	LIMITATIONS	COUNTRY
Washington Nationals	NATIONALS Logos and Word Marks	On motorcycles or motorcycle-replica products, the NATIONALS mark must appear with other marks or indicia of the Club.	Worldwide
Washington Nationals	NATIONALS (Stylized Script Lettering) 	<p>This mark may be used on apparel, headwear and footwear only with other logos or marks of the Club on the outside of the products themselves and/or the word WASHINGTON in the official jersey stylization logo placed in close visual proximity to the mark.</p> <p>This mark may not be used in connection with:</p> <ul style="list-style-type: none"> <li>(i) Auto racing events or auto shows;</li> <li>(ii) Dance or cheerleading competitions and events;</li> <li>(iii) Basketball games and exhibition services;</li> <li>(iv) Guitars, banjos and guitar/banjo accessories;</li> <li>(v) Accounting machines, typewriters, calculating and computing machines, cash and credit registers, postage registering and meter machines, ticket printing and issuing machines;</li> <li>(vi) Beverage distribution services; and/or</li> <li>(vii) Non-alcoholic beverages (i.e. on the bottles/cans, advertisements or promotions therefor).</li> </ul> <p>This mark may not be used in the following manner for any of the permitted goods or services:</p> <ul style="list-style-type: none"> <li>(i) with an image of (1) a bottle cap; (2) the sun; (3) the geographic outline of the United States;</li> <li>(ii) in close association with the word BEVERAGE; and/or</li> <li>(iii) depicted in (1) the color orange; (2) in the color red outlined in the color green; or (3) a manner in which the color in the word fades or changes from red to yellow, red to orange, or orange to yellow.</li> </ul> <p>This mark shall be used in the following manner for any of the permitted goods or services, but only with prior written approval from MLBP Legal:</p> <ul style="list-style-type: none"> <li>(i) in the color blue; and</li> <li>(ii) with the use of a stars-and-stripes design, with the exception that any use of stars and stripes within the NATIONALS Script with Tail Mark does not need such written permission.</li> </ul>	Worldwide
Washington Nationals	NATS	This mark may only be used with a secondary mark of the Club or MLBP, e.g., Club's NATIONALS mark, its W cap logo, or DC logo, or the MLB silhouetted batter logo.	Worldwide
Washington Nationals	ONE PURSUIT Logo and Word Mark 	<p>These word and design marks may not be used in connection with:</p> <ul style="list-style-type: none"> <li>(i) any games, including, without limitation, board games, card games, handheld electronic games, online games, or any equipment related to such games; or</li> <li>(ii) building, leasing, brokering, investment, management and operation of hotels, motels, resorts, spas, night clubs, cafes, bars, cocktails, lounges or restaurants; or</li> <li>(iii) party planning services, including, without limitation, as the name of a concession stand, restaurant, lounge or bar at or around the Club's ballpark or otherwise associated with the Club.</li> </ul>	Worldwide
Washington Nationals	POUR IT ON Logos and Word Mark 	This mark may not be used on or in connection with dips, salad dressings, salad toppings or sauces, including, without limitation, chocolate sauce, and lotions.	Worldwide
Washington Nationals	SCREECH Word Mark	This mark may not be used on or in connection with board games or alcoholic beverages.	Worldwide
Washington Nationals	Marks that contain the word SENATORS	These marks may not be used for hockey games or exhibitions and/or the promotion thereof. Moreover, these marks may only be used in conjunction with other MLB indicia (e.g., a batter logo, MAJOR LEAGUE BASEBALL, or other Club Marks), except for merchandise sold in the stadium, in the Club's local market, or through the official Club or MLB team stores, mail order catalogues or websites.	Worldwide
Washington Nationals	Marks that contain the word SENATORS	These marks may not be used in conjunction with language or symbols which may be characterized as derogatory (e.g., a depiction of a bum or hobo), within 75 miles of the Harrisburg Senators' home stadium.	Worldwide

CLUB	MARK	LIMITATIONS	COUNTRY
Washington Nationals	SUPERNATIONAL Word Mark	The Mark may not be used or registered in connection with: (i) apparel; (ii) electronic musical instruments; (iii) frozen meals, processed cheeses, food flavorings or colorants; or salsa; (iv) promotion of tourism of British Columbia; (v) motion picture films or live-action, comedy, drama or television series; (vi) precious stones; (vii) cosmetics; (viii) hair extensions, wigs, or hair pieces; (ix) computer game software for games of chance; (x) stock brokerage services; (xi) fishing lures; or (xii) chemical degreasers or cleaning solvents.	Worldwide
Washington Nationals	THE BALLPARK OF THE PALM BEACHES Logo and Word Mark 	This word mark may not be used on or in connection with hot dogs, franks or buns.	Worldwide
Washington Nationals	W (Nationals cap designation) 	This mark may not be used in connection with personal care products in <u>class 3</u> (including, without limitation, bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, lip balm, lotions, hair lotions and hair care products; and dentifrices) and/or over-the-counter-medical and pharmaceutical products in <u>class 5</u> (including, without limitation, pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides; energy bars; and adhesive bandages).	Worldwide
WBC	UNITED AT THE SEAMS, DIVIDED BY COUNTRY	All words in the mark must be the same color, same font and relative size; the words UNITED (UNIDOS) and/or COUNTRY (PAIS) must never appear proportionally larger than any other words within the mark giving the impression that the overall visual mark is UNITED (UNIDOS), COUNTRY (PAIS), UNITED COUNTRY or UNIDOS PAIS; and the mark must be used in close visual association with other WBC marks, such as WORLD BASEBALL CLASSIC and/or the pinwheel design.	Worldwide
MLBP	AMERICAN LEAGUE Logo 	This mark may not be used in connection with lingerie, underwear, corsetry, hosiery and/or bathing suits.	Argentina
New York Mets	NEW YORK METS	In <u>class 16</u> (paper goods, printed matter, office supplies, etc.) and <u>class 25</u> (clothing, headwear and footwear), this mark must never be used on labels or hangtags – and may <b>only be used on the product itself</b> .	Argentina
New York Yankees	NEW YORK YANKEES	In <u>class 16</u> (paper goods, printed matter, office supplies, etc.) and <u>class 25</u> (clothing, headwear and footwear), this mark may never be used on labels or hangtags and mark <b>only be used on the product itself</b> .	Argentina
Texas Rangers	TEXAS RANGERS BASEBALL CLUB Logo 	This mark must only be used in connection with goods and services relating to baseball.	Argentina

CLUB	MARK	LIMITATIONS	COUNTRY
Baltimore Orioles	ORIOLES cap designation 	In <u>class 25</u> , this mark must not be used with the word MAGPIE or MAGPIES. This mark must not be used wholly or predominantly in the colors black and white; all uses of this mark must be wholly or predominantly in the colors black and orange/yellow.	Australia
MLB	OPENING SERIES Logo (2014) 	This mark may be used only if consent is obtained or a license agreement exists with the Sydney Opera House.	Australia
Toronto Blue Jays	JAYS Word Mark	This mark, when used alone, must only be used in a stylized form.	Australia and New Zealand
Tampa Bay Rays	TAMPA BAY	No use of the words TAMPA BAY may be made in connection with (i) the word BUCCANEERS, (ii) the colors orange, red and pewter, or (iii) football indicia, or in any manner that suggests a connection or affiliation with the TAMPA BAY BUCCANEERS.	Brazil
Boston Red Sox	RED SOX cap designation 	In <u>class 25</u> , this mark may not be used in association with certain outerwear for men and women, namely, ski upper wear, ski pants, ski suits and ski pullovers.	Canada
Cincinnati Reds	CINCINNATI REDS Logos or REDS Logos	No use of CINCINNATI REDS or REDS as the name of a restaurant or bar may be made unless the restaurant or bar has a sports, Cincinnati Reds, or MLB theme.	Canada
Pittsburgh Pirates	Marks that contain the word PIRATES and/or depiction of one or more PIRATES	These marks may not be used on biscuits, cookies or crackers. In the food category, these marks may only be used in connection with the following: candy, chewing gum, confectionery, namely, chocolate and candy bars, unless the express written authorization from Nabisco is first obtained.	Canada
Toronto Blue Jays	ACE Logos 	The two-dimensional representation of this mascot may not appear pushing a floor buffer.	Canada
Toronto Blue Jays	CANADA'S TEAM	This mark may not be used in connection with jewelry.	Canada
Toronto Blue Jays	HISTORY IS NOW and #HISTORYISNOW	These marks may not be used in connection with: (i) print or digital magazines; and (ii) watches.  In addition, when used in connection with toys or broadcasting services, the marks must always be used with another mark of the Club or MLB.	Canada
Toronto Blue Jays	LET'S RISE	This mark may not be used in connection with: (i) services for providing food and drink; or (ii) temporary accommodation services.	Canada
Toronto Blue Jays	OUR MOMENT and #OURMOMENT	These marks may not be used in connection with: (i) bleaching and cleaning preparations; (ii) personal care products; (iii) perfumes; or (iv) cosmetics.  In addition, when used in connection with broadcasting services, the marks must always be used with another mark of the Club or MLB.	Canada




CLUB	MARK	LIMITATIONS	COUNTRY
Toronto Blue Jays	T12 Logo and Word Mark 	This mark may not be used in connection with lock and pipe insulation.	Canada
Toronto Blue Jays	TOURNAMENT 12 Word Mark	This mark may not be used in connection with: <ul style="list-style-type: none"> <li>• Knitwear, namely knit shirts;</li> <li>• Baseball batter gloves, football gloves, curling gloves, golf gloves, gymnast handgrips, handball gloves, racquetball gloves, sailing gloves, tennis/squash gloves, windsurfing gloves, weightlifting gloves, or cross-country ski-gloves;</li> <li>• Sport towels;</li> <li>• Broomball brooms, curling knee pads, curling sliders (and kit), curling grippers, curling gripper kits, curling brush and curling club broom, or broomball bags;</li> <li>• Yo-Yo® style toys;</li> <li>• Tennis rackets; or</li> <li>• Cloth for billiard tables.</li> </ul>	Canada
Chicago Cubs	CUBBIES Logos and Word Marks	These marks may not be used on or in connection with goods in class 28 for items including but not limited to toys, sporting goods, dolls, dolls' clothes, toy masks, mobile toys, teddy bears, plush toys, board games, and balls for games.	China
San Francisco Giants	GIANTS Logos and Word Marks	No use of GIANTS may be made in connection with (i) the word NEW YORK, (ii) the colors orange and blue, or (iii) football indicia, or in any manner that suggests a connection or affiliation with the NEW YORK GIANTS football team.	Dominican Republic
Kansas City Royals	KC Stylized Marks	These marks may not be used on or in connection with goods or services that are for the purpose of providing advice, education and welfare services relating to dogs.	European Union (and its individual member countries)
New York Mets	MET, METS and MR. MET	None of these marks may be used in the singular for any goods or services, with the singular exception of MR. MET which may be used for all goods and services, provided that, if used in connection with designer clothing, the mark MR. MET may only be used in close association with a depiction of the MR. MET mascot or in a stylized format not confusingly similar to the stylizations shown below. 	European Union (and its individual member countries)











CLUB	MARK	LIMITATIONS	COUNTRY
Atlanta Braves	<p>BRAVES and BRAVES primary logo (old)</p>  <p>(primary logo (new) only applies to <u>class 16</u> goods, does not apply to <u>class 25</u>)</p> 	<p>These marks must not be used for newspapers and/or magazines. In <u>class 16</u>, these marks may only be used for: paper, cardboard and goods made from these materials, namely stickers, writing pads, notepads, baseball collecting cards, bindings; printed matter (with the <u>exception of newspapers and magazines</u>), namely books, brochures, calendars concerning the baseball sport as well as for baseball games; bookmarks, coloring books, note books and postcards; book binding material; namely cords and cloth for book binding; photographs; stationery, including pencils, rubbers, pencil sharpeners, rulers, adhesives for stationery or household purposes; artists materials, articles for drawing, painting, and modeling; brushes; office requisites, namely non-electric apparatus; instructional and teaching material (except apparatus) in the form of printed matter, games, floral or animal specimens, geological models of globes, drawing instruments for blackboards; printed matter, namely books and booklets which include instructional and teaching material about baseball; plastic materials for packaging, namely envelopes, bags and films; playing cards; printer's type, printing blocks; paper weights; letter openers; paper diapers; table napkins, table covers, bags for packaging, carrier bags; folders concerning baseball and programs for baseball games; and posters, pictures and stamps for collecting, transfer pictures, stickers, albums, scrapbooks, photographs, stationery, playing cards. In <u>class 25</u>, these marks may only be used for: clothing, team uniforms, shirts, T-shirts, long and short pants, sports jackets, fleece jackets, sweatshirts, sweaters, training overalls, socks, scarves, gloves, footwear, sports shoes, headgear, and baseball caps. In both classes 16 and 25, the word BRAVES cannot be used alone and must have another distinctive element at least as big as the tomahawk design in the current primary logo in addition to the word BRAVES.</p>	Germany
Boston Red Sox	<p>BOSTON RED SOX primary logo and/or words RED SOX or SOX</p> 	<p>For footwear, these marks may only be used with respect to the following: tennis and jogging shoes, sports sandals, and boat shoes, all as promoting baseball. On permissible footwear, SOX cannot be used alone; and may only be used as part of BOSTON RED SOX.</p>	Germany
Chicago Cubs	<p>CUBS and CUBS primary logo</p> 	<p>In <u>class 16</u>, these marks must not be used on albums and/or collection books and may only be used for: goods made of paper or cardboard, namely napkins, tablecloths, packing and carrying bags, all aforementioned goods in printed form; printed matter, picture postcards, posters, trading cards and stamps, stickers, pictures, photographs, stationery, and playing cards, and with the MLB silhouetted batter logo in close association (e.g., on labels, packaging, etc.)</p>	Germany
Chicago White Sox	<p>CHICAGO WHITE SOX primary logos (old and new) WHITE SOX or SOX</p>  	<p>In <u>class 25</u>, these marks may only be used for team uniforms, shirts, T-shirts, long and short pants, sports jackets, fleece jackets, sweatshirts, sweaters, training and jogging suits, socks, scarves, gloves, headwear and baseball caps, footwear, namely, tennis and jogging shoes, sport sandals and boat shoes, all as promoting baseball. On such permissible footwear, SOX cannot be used alone, and may only be used as part of CHICAGO WHITE SOX.</p>	Germany
Colorado Rockies	<p>COLORADO ROCKIES primary logo</p> 	<p>For toys and sporting goods in <u>class 28</u>, this mark may only be used in a manner that relates to or promotes the sport of baseball and with MLB labels, hangtags and/or packaging. This mark may not be used for toy vehicles or accessory parts including motorways and toy car racing tracks or for plush animals.</p>	Germany


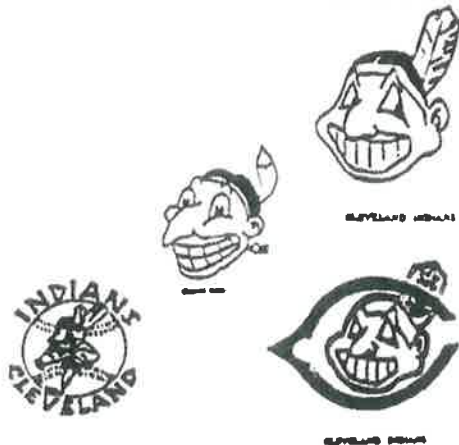


CLUB	MARK	LIMITATIONS	COUNTRY
Detroit Tigers	<p>All Tigers Marks that contain the word TIGERS and the Tigers primary logo (old)</p> 	<p>In <u>class 25</u>, these marks may only be used for clothing, uniforms for teams, shirts, T shirts, long and short trousers, sports coats, fleece jackets, sweatshirts, pullovers, training and running gear, socks, collar protectors, gloves, footwear, sports shoes, headgear, baseball caps; provided, all such goods are used as promotion articles for baseball. In <u>class 28</u>, these marks may not be used for plush toys, stuffed animals or other soft toys in the form of a "tiger" and use is restricted to baseballs, baseball equipment, including bases, bats, bat handles, catching gloves, tees, gloves; baseballs provided with autographs, inflatable bats, provided all aforementioned goods relate to or promote the sport of baseball; soft toys, except for the reproduction of tigers, playthings for cooking and baking, balloons, piggy banks, board games, dice, building blocks, dolls and doll accessories, as far as included in <u>class 28</u>; and computer games.</p>	Germany
Houston Astros	<p>ASTROS and ASTROS primary logo (old)</p> 	<p>In <u>classes 16 &amp; 25</u>, this mark must only be used for: napkins, table cloths, packaging and carrying bags; printed matter, postcards, posters, photograph albums and token decals, stickers, albums, gathering pads, photographs, stationary, playing cards; sports clothes, uniforms for teams, shirts, T-shirts, long and short trousers, sports jackets, fleece jackets, sweatshirts, pullovers, training and running gear, socks, collar protectors, gloves, footwear, sports shoes, headgear, and baseball caps; provided, all aforesaid goods are used as promotion articles for baseball. This mark must always be used with the MLB silhouetted batter logo.</p>	Germany
Kansas City Royals	<p>ROYALS and ROYALS primary logo (old)</p> 	<p>This mark may not be used in connection with or in association with photographic laboratories or for typewriters.</p>	Germany
Minnesota Twins	<p>TWINS primary logo and TWINS</p> 	<p>These marks may not be used on goods similar to goods of Henckel (Cutlery, Headgear, Footwear, Linens, Gloves, Ties, Alcoholic &amp; Non-Alcoholic Beverages, Christmas Tree Ornaments, Frames, Toys and Sports Apparatus, Curtains, Flags, Adhesives, Cosmetics/Toiletries, Laundry &amp; Home Care, Industrial and Institutional Hygiene/Surface Technologies, and Chemical Products). The following goods are explicitly permitted: Trophies of non-precious metals, metal display boards, money clips; leather and imitation of leather and goods made of these materials, namely leisure and athletic bags; umbrellas, parasols and walking sticks, leashes; whips, harness and saddlery; balloons, toy banks; computer games; gymnastic and sport articles, namely arm and chest protectors, basketball equipment; and bowling equipment, baseballs, basketballs, footballs, playground balls, tennis balls, baseball equipment, namely bases, bats, bat grips, batting gloves, batting tees, gloves, automatic ball throwers, autographed baseballs, and inflatable bats.</p>	Germany
Montreal Expos	<p>All EXPOS Marks that contain the word EXPOS and EXPOS primary logo (old)</p> 	<p>In <u>class 16</u>, this mark must only be used for goods made of paper or cardboard, namely, napkins, tablecloths, packing and carrying bags, printed matter, picture postcards, posters, trading cards and stamps, stickers, albums, booklets for collecting stamps or pictures, photographs, stationary, and playing cards.</p>	Germany
San Diego Padres	<p>PADRES</p> 	<p>This mark may not be used on hosiery, socks, stockings, tights or leggings. When the word PADRES is used on: apparel, team uniforms, shirts, long and short pants, sports jackets, fleece jackets, sweatshirts, sweaters, track and jogging suits, scarves and gloves, it <b>must</b> appear in the stylization shown below, either alone or as part of other logos or design marks, and must clearly relate to baseball.</p>	Germany



CLUB	MARK	LIMITATIONS	COUNTRY
St. Louis Cardinals	Cardinals STL Marks	All use of the Club's cap logo as well as any mark that includes the letters S – T – L (referred to below as the "STL Marks") must also include one of the following marks or indicia in sufficient proximity to the STL Marks so that both marks can be seen simultaneously when the apparel is worn: (i) the mark MAJOR LEAGUE BASEBALL; (ii) the mark MLB; (iii) the mark MLBP; (iv) the MLB silhouetted batter logo or any mark that includes the MLB silhouetted batter logo or any variation of the MLB silhouetted batter logo; (v) the mark NATIONAL LEAGUE; (vi) a NATIONAL LEAGUE logo; (vii) the mark WORLD SERIES; (viii) a WORLD SERIES logo; (ix) the mark ALL STAR GAME; (x) an ALL STAR GAME logo; (xi) the marks CARDINALS or ST. LOUIS CARDINALS; (xii) a CARDINALS or ST. LOUIS CARDINALS mark or Club slogan; (xiii) an image of a cardinal bird; (xiv) any one of the Club's design logos; or (xv) the word "baseball", an image or design of a baseball, baseball bat, baseball stadium, baseball diamond or baseball field. The STL Mark and one of the marks above must be seen at the same time when the apparel is worn and use of a hangtag will not satisfy this requirement. This limitation does not apply to (1) clothing related to and worn in connection with the sport of baseball, including baseball caps, baseball jackets, baseball jerseys, baseball uniform pants, and batting practice jerseys; and (2) any type of apparel purchased through the MLBAM web site, or any other web site belonging to MLBP, the BOC, or any of the Clubs.	Germany
Texas Rangers	RANGERS	In <u>class 25</u> , this mark may not be used for "jeans" or in a manner similar to any WRANGLER marks shown below.  	Germany
MLBP	NLCS	This mark may not be used in connection with services for providing food and drink, including but not limited to, restaurants and cafes.	Malaysia
Detroit Tigers	TIGERS and the Tigers primary logo (old) 	On or in association with toys, sporting goods and equipment, these marks may only be used in conjunction with the words MAJOR LEAGUE BASEBALL or the MLB silhouetted batter logo. The word TIGER (in the singular) may not be used for any class of goods.	New Zealand
Seattle Mariners	SEATTLE MARINERS primary logo (old) 	This mark may only be used in connection with: Paper goods and printed matter, namely, trading cards, posters, stickers, decals, temporary tattoos, bumper stickers, score books, scorecards, printed baseball game programs, magazines and books featuring baseball, newsletters, brochures and pamphlets featuring baseball, writing pads, note paper, notebooks, binders, stationery-type portfolios, stationery folders, stationery sets, namely, writing paper, cards, and envelopes, commemorative envelopes, flip books, preprinted agenda organizers, memo boards, scrapbooks, autograph books, baseball card albums, book covers, bookmarks, bookends, calendars, greeting cards, postcards, printed bank checkbooks, checkbook covers, collectible stamps, rubber stamps, ink stamps, commemorative stamps, paper pennants, gift wrapping paper, paper gift and party bags, paper party goods in the nature of paper party decorations, paper coasters, paper napkins, facial tissue, paper tablecloths, mounted and un-mounted photographs, photograph albums, lithographs, plastic baseball card holders and collectors cases, Christmas card holders, paperweights, letter openers, pens, pencils, pencil top ornaments, crayons, markers, non-electric erasers, pencil sharpeners, pencil cases, un-graduated rulers, paper ticket holders and non-metal lanyards for paper ticket holders sold as a unit, art pictures, and art prints.	Norway
WBC	UNIDOS POR LAS COSTURAS, DIVIDIDOS POR PAIS	All words in the mark must be the same color, same font and relative size; the words UNITED (UNIDOS) and/or COUNTRY (PAIS) must never appear proportionally larger than any other words within the mark giving the impression that the overall visual mark is UNITED (UNIDOS), COUNTRY (PAIS), UNITED COUNTRY or UNIDOS PAIS; and the mark must be used in close visual association with other WBC marks, such as WORLD BASEBALL CLASSIC and/or the Pinwheel Design.	Puerto Rico

CLUB	MARK	LIMITATIONS	COUNTRY
Detroit Tigers	TIGERS primary logo (old) 	This mark must <u>not</u> be used on artists' materials, paint brushes and instructional and teaching materials. In class 16 (paper and printed goods, office supplies etc.) this mark may be used in conjunction with the MLB silhouetted batter logo on the packaging, hangtags or labels. This mark must always be a front view of the tiger, never a side view. The word TIGERS must always be used with the word DETROIT, except that the word TIGERS alone may be used without a picture of a tiger.	Singapore
MLBP	NATIONAL LEAGUE Logo 	This mark may only be used for apparel products, trading cards bearing images of baseball players, pencils, pads, photographs, magazines and newspapers.	Sweden
Los Angeles Dodgers	LA (Dodgers cap designation) 	This LA mark may not be used in substantially the same form as Joe Bloggs marks (as shown on Attachment 6).	UK
MLB	LONDON SERIES 19 LOGOS 	These marks must always be used in conjunction with the MLB silhouetted batter logo, the mark MAJOR LEAGUE BASEBALL or the mark MLB.	UK
Cincinnati Reds	All Cincinnati Reds Marks that contain word REDS 	These marks must only be used to promote baseball and in conjunction with other MLB indicia. These marks may not be used in a way that would cause confusion with the WESTERN REDS marks (as shown below) and may not be used in relation to rugby.	UK, Australia, New Zealand and Japan

CLUB	MARK	LIMITATIONS	COUNTRY
Detroit Tigers	<p>All Tigers Marks that contain the word TIGERS and the Tigers primary logo (old)</p> 	<p>These marks must only be used to promote baseball and in conjunction with other MLB indicia. These marks may not be used in a way that would cause confusion with the BALMAIN TIGERS marks (as shown below) or WESTS TIGERS marks (as shown below) and must not be used in connection with rugby.</p> 	UK, Australia, New Zealand and Japan
Milwaukee Brewers	<p>BREWERS (block letters or stylized)</p>	<p>The mark BREWERS alone (without MILWAUKEE) may not be used regardless of font, stylization or logo on decorators' brushes, paint brushes, decorators' rollers and/or paint rollers. No use of BREWERS may be made in the font below or in a font or stylization similar to such font.</p> 	UK, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain and Sweden
Los Angeles Angels of Anaheim	<p>All Angels marks that contain the words ANGEL and ANGELS</p>	<p>Any mark comprising or containing ANGEL or ANGELS may not be used for any jeanswear, namely clothing made of denim.</p> <p>Any mark comprising or containing ANGEL or ANGELS may not be used in any form similar to or in any manner that would suggest association with the ANGELS marks shown below.</p> <p>All uses of marks comprising or containing ANGELS must be made in connection with the Club or baseball, such as through addition of a secondary logo of the Club or MLB (e.g., the A cap logo, MLB silhouetted batter logo, or other MLB indicia).</p> 	Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, United Kingdom, Czech Republic, Estonia, Cyprus, Latvia, Lithuania, Hungary, Malta, Poland, Slovenia, Slovak Republic, Switzerland and Norway

CLUB	MARK	LIMITATIONS	COUNTRY
Atlanta Braves	BRAVES primary logo (old) 	This mark may not be used in connection with ice hockey or the words BLACK HAWKS.	All countries <u>except</u> U.S. and Canada
Cleveland Indians	Indian Head Designs (including Indians primary logos)	No use of the Indian head designs shown below, INDIANS or CLEVELAND INDIANS may be made in connection with ice hockey or the words BLACK HAWKS. 	All countries <u>except</u> U.S. and Canada
Philadelphia Phillies	PHILLIES 	These marks may not be used in scripts or fonts resembling the PHILIPS mark (as shown below). Acceptable versions of PHILLIES are shown at left. 	All countries <u>except</u> U.S. and Canada
St. Louis Cardinals	All Cardinals marks that contain the word CARDINALS and/or bird design	On all jewelry, watches, compacts and belt buckles and other class 14 goods bearing the word CARDINALS and/or the bird designs, one of the following marks must be included on such products, or the labels, hangtags and/or packaging of such products: ST. LOUIS CARDINALS, MAJOR LEAGUE BASEBALL, and/or the MLB silhouetted batter logo.	All countries <u>except</u> U.S. and Canada
St. Louis Cardinals	All Cardinals marks that contain the word CARDINALS	On all goods bearing the word CARDINALS, there must be one of the following on such products or on labels, hangtags and/or packaging for such products: the MLB silhouetted batter logo, MAJOR LEAGUE BASEBALL, MLB, MLBP.	All countries <u>except</u> U.S. and Canada



ATTACHMENT 1

*Indian*

*Indian*

*Indian*

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*Indian*

*Indian*

*Indian*

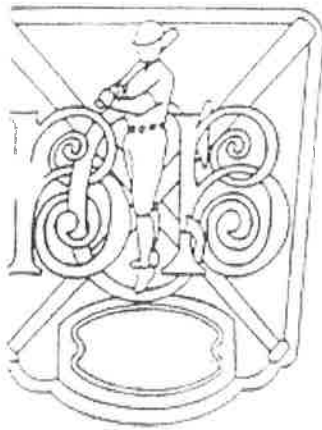
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ATTACHMENT 2





ATTACHMENT 3



**WHY  
NOT?**



ATTACHMENT 4

# AUBURN TIGERS



# MISSOURI TIGERS




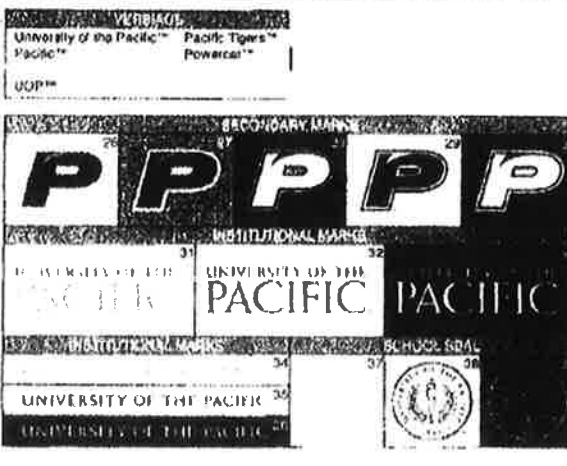
# ATTACHMENT 5

## APPENDIX B

UNIVERSITY OF THE PACIFIC is the owner of all rights, title and interest in and to the following indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

**UNIVERSITY OF THE PACIFIC TIGERS**



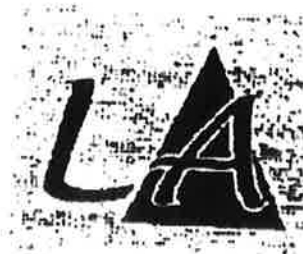
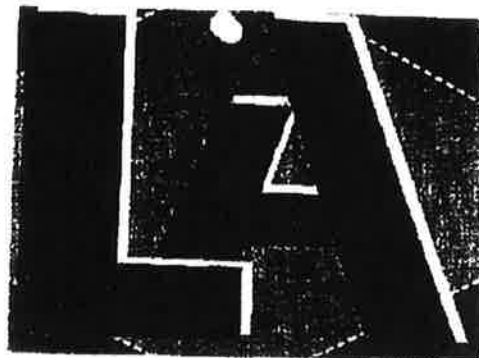
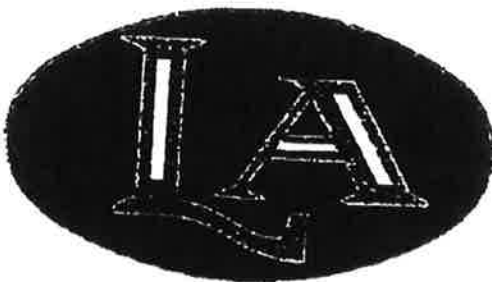
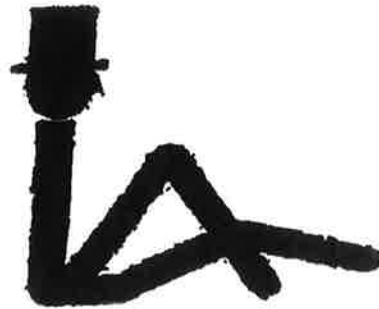
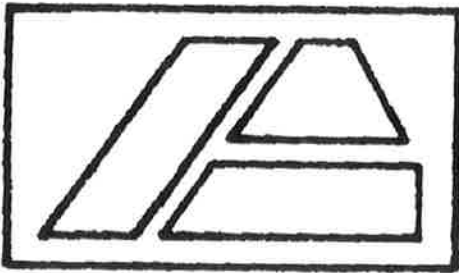


COLOR INFORMATION		
<b>UNIVERSITY OF THE PACIFIC</b> PACIFIC BLUE PACIFIC UNIVERSITY (TIGERS) PACIFIC GRAY WHITE	<b>UNIVERSITY OF THE PACIFIC</b> PANTONE 186 PANTONE 186C PANTONE 186B PANTONE 186A WHITE	<b>UNIVERSITY OF THE PACIFIC</b> BLACK BLACK BLACK BLACK WHITE WHITE WHITE

NOTE: The marks of University of the Pacific are controlled under a licensing program administered by The College Licensing Company. Any use of these marks will require written approval from The College Licensing Company.

In addition to the indicia shown above, any indicia adopted hereafter and used or approved for use by UNIVERSITY OF THE PACIFIC shall be deemed to be additions to the indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

ATTACHMENT 6



ATTACHMENT 7

**CINCINNATI**  
**CINCINNATI**  
**BEARCATS**

**CINCINNATI**  
**CINCINNATI**  
**BEARCATS**

UNIVERSITY OF  
**UC**  
Cincinnati.







## **EXHIBIT 2**

### **PRODUCT MANUFACTURING GUIDELINES FOR ALL CONSUMER PRODUCT LICENSEES**

These product manufacturing guidelines are in addition to those provided in your License and are intended to ensure the safe and ethical manufacture of Licensed Products and to remind each Licensee of its preexisting and continuing obligations under its License. These guidelines are binding on each Licensee and incorporated into each Licensee's License pursuant to Paragraph 13(L) of each such License.

As you know, several consumer product categories have unfortunately been affected by product recalls and warnings concerning lead and other toxins/contaminates, particularly in products manufactured in China. To best protect our consumers and fans, Licensees must adhere to best practices, proper product and factory testing procedures so as to ensure compliance with Government Requirements, which include without limitation all applicable governmental rules and laws, guidelines, codes, regulations, in each instance in accordance with the then existing legal requirements governing the territory of distribution. In the event a Licensee is required by an applicable governmental agency to conduct product and/or factory testing, or, in the event MLBP determines in its discretion that such testing is necessary and notifies you of the same, Licensee must use a testing agency accredited and qualified nationally to perform such testing. MLBP reserves the right to designate the testing agency. In addition to any Government Requirements, Licensee must follow the following guidelines for product and/or factory testing:

- All Licensed Products must be tested immediately upon Licensee's receipt of notice from MLBP or pursuant to the applicable timetable required by Government Regulations that such testing is required, whichever is earlier.
- Licensee must submit test reports for all Licensed Products requested/affected to MLBP promptly following such testing (and in no event later than 30 days after the date of Licensee's receipt of each test report).
- Licensee must re-test and submit new test reports as Licensor shall request. Licensees should expect to have to run new tests on any products that are changed in any subsequent production runs of any SKU (including, without limitation, any change in materials, components, manufacturing processes or manufacturing facilities) or if any significant time elapses between production runs of the same Licensed Product.
- Test reports must include (1) Licensee's name, (2) the name of the manufacturer of each Licensed Product tested, (3) the Licensed Product name and SKU number, and (4) a digital photo or production sample of each Licensed Product.
- Product tests must include tests for all components and uses required by applicable laws and any other components and uses requested by MLBP (including, without limitation, lead, flammability and heavy metal content).

If Licensee is contacted by any governmental body or agency including but not limited to the United States Food and Drug Administration, Federal Trade Commission, Consumer Product Safety Commission, Federal Communications Commission, U.S. Environmental Protection Agency, U.S. Department of Justice, or any state attorney general's office (or any state or international equivalent of any of the foregoing), or is the subject of any consumer advocacy group report, study, or news announcement concerning any issue or allegation of product non-compliance, product safety, product quality, false, deceptive, or unfair trade or advertising practices or any alleged failure to comply with any governmental regulations, laws, or orders, Licensee must so notify MLBP immediately upon such contact (report, study, or news announcement as the case may be). MLBP's rights and remedies regarding such notice are as stated in your License.

Be advised that MLBP reserves its right to randomly test all MLBP-licensed consumer products on retail shelves.

By way of reminder, pursuant to Paragraphs 13 and 16, each Licensee must ensure that its Licensed Products are of an acceptable quality that satisfies consumer expectations, making them acceptable for retail sale and fit for their intended and foreseeable uses; each Licensee must perform all of its obligations in an ethical manner and in accordance with highest industry standards; and all Licensed Products must be sourced and/or manufactured, marketed, distributed and sold in accordance with all applicable international, national, federal, state and local laws, treaties and governmental orders and regulations.

### EXHIBIT 3

#### **Amended and Restated** **Policy for Online Distribution and Marketing of MLBP-Licensed Products**

**MLB Licensed Product Sales Limitations:** Licensees may not, directly or indirectly, sell any MLBP-licensed products to retailers for online sales, except to websites owned by those retailers identified below ("Approved Online Retailers") or retailers otherwise approved in writing by MLB's Executive Vice President of Business.

- **Approved Online Retailers:** Approved Online Retailers include (i) MLBP's consumer product licensees with U.S. distribution rights, and (ii) the entities listed at the following hyperlink: <http://m.mlb.com/official-info/mlb-online-retailer-policy> ("Approved Online Retailers List"). The Approved Online Retailers List shall be updated from time to time at MLBP's sole discretion.
- **Criteria for Becoming an Approved Online Retailer.** As noted above, MLBP may, in its sole discretion, approve additional retailers to sell products online. MLBP may consider, among other things, the following criteria when reviewing requests to approve proposed websites, which criteria may be considered individually or taken together as a whole, as determined by MLBP:
  - (A) Whether the applicable retailer generates more than 25% of its overall revenue from physical sales at brick and mortar stores operated under names or trademarks owned or controlled by such retailer.
  - (B) Whether, in the previous calendar year, the proposed retailer sold \$2 million or more in MLBP-licensed products.
  - (C) Whether the proposed website includes state of the art technology, appropriate privacy policies and customer service protections.
  - (D) The breadth of the selection of products offered on the proposed website.
  - (E) The return policies and customer service support made available by the proposed website.
  - (F) Whether each MLBP-licensed product bearing a particular MLB Club's name, mark or logo or other MLB mark and sold online by the applicable retailer is offered for sale in all of such retailer's brick and mortar stores in such MLB Club's local market.
  - (G) Whether the applicable retailer has ever used in violation of applicable law (i) photographs or footage from MLB games or events or (ii) MLB-owned or controlled names, logos, or other trademarks (collectively, "MLB Trademarks") on its website(s) without authorization from MLBP.

- (H) Whether the applicable retailer has knowingly or intentionally sold, is selling, or is promoting (in each case, in a material fashion) any counterfeit products, products that MLBP believes infringe upon MLBP's owned or controlled rights, or products that MLBP believes are designed to ambush the rights it owns or controls.
- **Restrictions on Use of MLB Trademarks and Other MLB Content.** Retailers may not do the following, unless otherwise approved in writing by MLBP:
  - (A) Except as set forth in the next sentence, use any MLB-owned or controlled names, logos or other trademarks (collectively, "MLB Trademarks") on their websites. Provided they otherwise comply with MLBP's policies and applicable law, retailers may show MLBP-licensed products they offer for sale;
  - (B) Use photographs or footage from MLB games or events on or in connection with their websites;
  - (C) Purchase, bid or participate in auctions on any Internet search engines (including, but not limited to, Alibaba, Amazon, Bing, eBay, Facebook, Google, Twitter or Yahoo!) for any terms or variations of terms that include any MLB Trademarks or any terms that refer to MLBP-licensed products; or
  - (D) Display advertisements, including, but not limited to, product listing advertisements or Third Party Marketplace advertisements (as defined below) using MLB Trademarks, any terms that refer to MLBP-licensed products or otherwise relating to MLB or the MLB Clubs.
- **Restrictions on Retailer's Sales:** Retailers who sell MLBP-licensed products online are not authorized to sell such products under any Third Party Marketplaces, Internet buying sites (e.g., buy.com or ebay.com) or Internet aggregation sites (e.g., Yahoo! or aol.com). Licensees shall ensure that any retailer to whom they sell MLBP-licensed products sells such products online (i) in accordance with MLBP's policies, and (ii) only via websites that are not marketed under any third party's brand and that are owned or controlled by such retailer.
- **Third Party Marketplaces Definition:** For purposes of this policy, "Third Party Marketplaces" include third party storefronts and other sites that allow multiple third party sellers to sell merchandise directly to the public and for which the shopping cart and checkout process occurs directly on such site (e.g., Alibaba, Amazon Marketplace, eBay, Rakuten, Sears Marketplace and Walmart Marketplace).
- **Counterfeits/Infringements/Ambush Marketing:** Licensees are prohibited from selling to any retailer or other entity that MLBP believes has sold, is selling or is promoting any counterfeit products, products that MLBP believes infringe upon MLBP's owned or controlled rights or products that MLBP believes are designed to ambush the rights it owns or controls.
- **Information Collection and Audit Rights:** Each Licensee shall require that anyone to whom it sells or otherwise distributes the MLBP-licensed products (excluding Licensor Indemnitees and individual consumers) (hereinafter, "Commercial Purchaser") will not, directly or

indirectly, sell to, transship, barter, otherwise exchange or deliver any MLBP-licensed product to any person or entity other than the end consumer (i.e., the final purchaser), without the prior express written authorization of MLBP's Executive Vice President of Business. Each Licensee shall require each Commercial Purchaser to keep, maintain and preserve in its principal place of business for at least two (2) years following the termination or expiration of its license agreement or any renewal thereof ("Retailer Books and Records Period"), complete and accurate records and accounts covering all transactions relating to such sales and distribution of MLBP-licensed products. Such records and accounts must include, without limitation, sales contracts, purchase orders, invoices, correspondence and banking, financial, shipping, delivery and other records in its possession or control, and may exclude information such purchaser is prohibited from retaining under applicable law and, unless otherwise requested in writing by MLBP (which request shall be subject to an agreement concerning the sharing, storage, and usage thereof), personally identifiable information or similar sensitive data concerning any individual ("PII"). The purchaser of such licensed products shall have the right to redact pricing information and confidential information that is wholly unrelated to the sale or distribution of MLBP-licensed products; provided, however, that, unless required by applicable law or otherwise pertaining to PII, such purchaser may not redact any information identifying the recipients of the MLBP-licensed products and the quantities of products sold or otherwise distributed.

- For the benefit of Licensee and MLBP, Licensee shall reserve the right to audit, examine and copy such records (whether kept in written, electronic, or other form) at the applicable entity's principal place of business at any time or times during the Retailer Books and Records Period during business hours and upon notice of five (5) calendar days by Licensee or its representatives. Licensee shall have such inspection and audit right to inspect with 24 hours written notice based on its reasonable concerns regarding infringement of MLBP-licensed product and/or unauthorized/violative distribution of MLBP-licensed products. No one shall cause or permit any interference with Licensee or its representative in its performance of its duties of inspections and audit. Although Licensee shall have the exclusive right to request and conduct such an audit, Licensee shall promptly exercise such right upon a reasonable request by MLBP, as third-party beneficiary of such right, to do so.
- **Ceasing Shipments to Retailers in Breach:** Licensees who are notified by MLBP that retailers are selling MLBP-licensed products in a manner prohibited by this policy shall cease shipments of such products to those retailers within five (5) days of receiving MLBP's notice, unless otherwise directed in writing by MLBP.
- **Reservation of Rights:** MLBP reserves the right to amend this policy in its sole discretion without prior notice in any manner and at any time. Accordingly, MLBP may prohibit a retailer from selling online any MLBP-licensed products if MLBP determines that allowing such sales would be detrimental to MLB's brand image (e.g., if the e-commerce site is selling counterfeit product or displaying MLB products in a manner that reflects poorly upon MLB or the brands it owns or controls). MLBP may also, in its discretion, prohibit all sales (whether online or offline) of MLBP-licensed products to retailers who fail to comply with this policy in any manner.