

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Academy, Ltd.		07/02/2015	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, Thames Street Wharf, 4th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4349037	ACADEMY
Registration Number:	4750682	ACADEMY SPORTS + OUTDOORS
Registration Number:	4465274	BCG
Registration Number:	4300410	DURA-BLOCK
Registration Number:	4467110	DURA-BLOCK
Registration Number:	4359984	DURA-COOL
Registration Number:	4377423	DURA-COOL
Registration Number:	4471588	DURA-FLEX
Registration Number:	4329145	DURA-HEAT
Registration Number:	4369736	DURA-PROOF
Registration Number:	4329146	DURA-REPEL
Registration Number:	4348951	DURA-SOFT
Registration Number:	4325448	DURA-STOP
Registration Number:	4354148	H2O XPRESS
Registration Number:	4354149	X
Registration Number:	4551239	LIVE TO EXPLORE
Registration Number:	4559838	
Registration Number:	4647920	
Registration Number:	4625038	MONARCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4746560	NO LIMITS
Registration Number:	4353825	O'RAGEOUS
Registration Number:	4381362	SUPERIOR
Registration Number:	4385648	SUPERIOR
Registration Number:	4499462	THE KEY TO STAYING DRY
Registration Number:	4741960	TRITON
Registration Number:	4706163	WAIST LOCK SYSTEM
Registration Number:	4499461	WLS
Serial Number:	85601522	DURA-STEALTH
Serial Number:	86115058	MAGELLAN OUTDOORS
Serial Number:	86115094	MAGELLAN OUTDOORS
Serial Number:	86592886	MOSAIC
Serial Number:	86644645	THE GAME IS WAITING GET OUT AND HUNT
Serial Number:	86649443	CARVER'S EDGE
Serial Number:	86582670	OZONE 500

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	07/02/2015

Total Attachments: 7

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SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 2, 2015, is made by Academy, Ltd., a Texas limited partnership (the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "Agent") in connection with that certain Amended and Restated Credit Agreement, dated as of July 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower, New Academy Holding Company, LLC, as Holdings, Associated Investors L.L.C. and Academy Managing Co., L.L.C. as Texas Intermediate Holdcos, the Lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered an Amended and Restated Term Loan Security Agreement, dated as of July 2, 2015 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, the Grantors and the Collateral Agent are party to the Grant of Security Interest in Trademark Rights, dated as of August 3, 2011 (the "Original Trademark Agreement"); recorded at the United States Patent and Trademark Office on August 3, 2011, at Reel 4596 and Frame 0859, which Original Trademark Agreement and the grant of security interest in the Trademarks thereunder continues in full force and in effect, as governed by the Security Agreement, and as supplemented hereby;

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACADEMY, LTD.,
as the Grantor

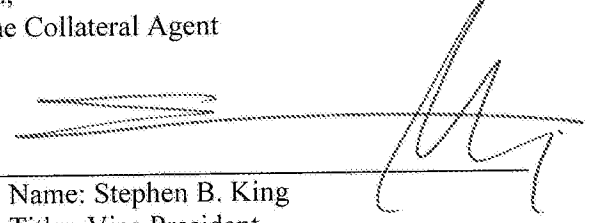
By: Academy Managing Co., L.L.C., as its
general partner

By: 
Name: R. Michael Arnett
Title: Executive Vice President and
Chief Financial Officer

[Signature Page for the Grant of Security Interest in Trademark Rights]

MORGAN STANLEY SENIOR FUNDING,
INC.,
as the Collateral Agent

By:




A handwritten signature in black ink, appearing to be 'SK', is written over a horizontal line. The signature is stylized and cursive.



Name: Stephen B. King
Title: Vice President

[Signature Page for the Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
ACADEMY	85/619,910 05.08.2012	4,349,037 06.11.2013	Academy, Ltd.
ACADEMY SPORTS + OUTDOORS	86/256,431 04.18.2014	4,750,682 06.09.2015	Academy, Ltd.
BCG	85/925,341 05.07.2013	4,465,274 01.14.2014	Academy, Ltd.
DURA-BLOCK	85/601,484 04.18.2012	4,300,410 03.12.2013	Academy, Ltd.
DURA-BLOCK	85/601,513 04.18.2012	4,467,110 01.14.2014	Academy, Ltd.
DURA-COOL	85/601,203 04.18.2012	4,359,984 07.02.2013	Academy, Ltd.
DURA-COOL	85/601,213 04.18.2012	4,377,423 07.30.2013	Academy, Ltd.
DURA-FLEX	85/601,148 04.18.2012	4,471,588 01.21.2014	Academy, Ltd.
DURA-HEAT	85/521,532 01.20.2012	4,329,145 04.30.2013	Academy, Ltd.
DURA-PROOF	85/601,520 04.18.2012	4,369,736 07.16.2013	Academy, Ltd.
DURA-REPEL	85/521,554 01.20.2012	4,329,146 04.30.2013	Academy, Ltd.
DURA-SOFT	85/601,132 04.18.2012	4,348,951 06.11.2013	Academy, Ltd.
DURA-STEALTH	85/601,522 04.18.2012	Application Pending	Academy, Ltd.
DURA-STOP	85/521,508 01.20.2012	4,325,448 04.23.2013	Academy, Ltd.
H2O XPRESS	85/842,119 02.06.2013	4,354,148 06.18.2013	Academy, Ltd.
	85/842,143 02.06.2013	4,354,149 06.18.2013	Academy, Ltd.
LIVE TO EXPLORE	86/104,506 10.29.2013	4,551,239 06.17.2014	Academy, Ltd.
MAGELLAN OUTDOORS	86/115,058 11.11.2013	Application Pending	Academy, Ltd.
MAGELLAN OUTDOORS	86/115,094 11.11.2013	Application Pending	Academy, Ltd.

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
	86/115,179 11.11.2013	4,559,838 07.01.2014	Academy, Ltd.
	86/115,201 11.11.2013	4,647,920 12.02.2014	Academy, Ltd.
MONARCH	86/256,048 04.18.2014	4,625,038 10.21.2014	Academy, Ltd.
MOSAIC	86/592,886 04.09.2015	Application Pending	Academy, Ltd.
NO LIMITS	86/317,222 06.23.2014	4,746,560 06.02.2015	Academy, Ltd.
O'RAGEOUS	85/763,366 10.25.2012	4,353,825 06.18.2013	Academy, Ltd.
OZONE 500	86/582,670 03.31.2015	Application Pending	Academy, Ltd.
SUPERIOR	85/381,961 07.27.2011	4,381,362 08.06.2013	Academy, Ltd.
SUPERIOR	85/381,986 07.27.2011	4,385,648 08.13.2013	Academy, Ltd.
THE GAME IS WAITING. GET OUT AND HUNT.	86/644,645		Academy, Ltd.
THE KEY TO STAYING DRY	85/894,049 04.03.2013	4,499,462 03.18.2014	Academy, Ltd.
TRITON	86/235,330 03.28.2014	4,741,960 05.26.2015	Academy, Ltd.
WAIST LOCK SYSTEM	85/893,997 04.03.2013	4,706,163 03.24.2015	Academy, Ltd.
WLS	85/894,029 04.03.2013	4,499,461 03.18.2014	Academy, Ltd.
CARVER'S EDGE	86/649,443 06.02.2015	Application Pending	Academy, Ltd.