

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TSA STORES, INC.		01/27/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as successor collateral agent to Bank of America, N.A.		
Street Address:	501 Carr Road		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19809		
Entity Type:	a Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	2101178	THE AUTHORITY ON SPORTING GOODS	
Serial Number:	86977789	ASPIRE TO BE YOU	
Serial Number:	86977736	BLOOM	
Serial Number:	86843870	BODYFIT	
Serial Number:	86843865	BODYFIT BY SPORTS AUTHORITY	
Serial Number:	86780722	GIFT OF SPORT	
Serial Number:	86170690	LIGHT UP YOUR GAME	
Registration Number:	4870995	ASPIRE	
Registration Number:	4443583	AXIAL	
Registration Number:	1985952	CLASSIC SPORT	
Registration Number:	4365693	CLEAR THE GEAR	
Registration Number:	4558471	DIAMOND SCOT	
Registration Number:	3613494	DRI-LOGIC	
Registration Number:	4117103	DYNAMIC LAUNCH TECHNOLOGY	
Registration Number:	4451995	EVERY 4 YEARS THE WORLD COMES TOGETHER	
Registration Number:	4832247	EVO	
Registration Number:	4447328	FEARLESS	
Registration Number:	4474077	G-FORCE	
Registration Number:	1043624	GOLDEN GIRL	

CH \$1415.00 2101178

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4810338	
Registration Number:	4245590	LASER
Registration Number:	4575601	LIGHT UP THE DIAMOND
Registration Number:	4709362	LIGHT UP THE FIELD
Registration Number:	4870994	
Registration Number:	4809078	
Registration Number:	4304377	NATIONAL FOOTBALL AUTHORITY
Registration Number:	4507052	OUTFIT · TRAIN · EXCEL
Registration Number:	4302658	OUTLAW
Serial Number:	86302653	OXIDE
Registration Number:	4302526	POWER PLAY DEALS
Registration Number:	4332631	PRAVADA
Registration Number:	4507272	PRO SPIN
Registration Number:	4135541	RAM
Registration Number:	4507053	REDEFINE YOUR RUN
Registration Number:	4068001	S.A. GEAR
Registration Number:	4106141	SA GEAR
Registration Number:	4238369	SHARE THE GOOD
Registration Number:	4796403	SLALOM
Registration Number:	4389315	SPEED CHAMBER
Registration Number:	4575804	SPORT YOUR PINK
Registration Number:	4317280	SPORTS AUTHORITY
Registration Number:	4601856	SPORTS AUTHORITY FIELD AT MILE HIGH
Registration Number:	4354588	SPORTS AUTHORITY FIELD AT MILE HIGH
Registration Number:	4601857	SPORTS AUTHORITY FIELD AT MILE HIGH
Registration Number:	4354585	SPORTS AUTHORITY FIELD AT MILE HIGH
Registration Number:	4426023	SWING TACK
Registration Number:	4440172	TDX
Registration Number:	4089153	TERRAIN
Registration Number:	4335607	THE LEAGUE BY SPORTS AUTHORITY
Registration Number:	4590250	THERE'S NOTHING LIKE THE GIFT OF SPORT
Registration Number:	4293519	TOMMY ARMOUR
Registration Number:	4432450	TORCH
Registration Number:	4765043	TRAYL
Registration Number:	4752463	Y
Registration Number:	4606272	ZEBRA
Registration Number:	4814270	ZEBRA

CORRESPONDENCE DATA**Fax Number:** 6178568201*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 617-856-8145**Email:** ip@brownrudnick.com**Correspondent Name:** MARK S. LEONARDO**Address Line 1:** ONE FINANCIAL CENTER**Address Line 2:** BROWN RUDNICK LLP**Address Line 4:** BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	33050/1
NAME OF SUBMITTER:	MARK S. LEONARDO
SIGNATURE:	/MARK S. LEONARDO/
DATE SIGNED:	01/27/2016

Total Attachments: 9

source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page1.tif
source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page2.tif
source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page3.tif
source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page4.tif
source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page5.tif
source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page6.tif
source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page7.tif
source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page8.tif
source=TSA - IP Security Agreement Supplement (January 2016) (EXECUTED)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT, dated as of January 27, 2016, by TSA STORES, INC. (the "Grantor"), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as successor collateral agent to Bank of America, N.A. pursuant to the Credit Agreement identified below (in such capacity, the "Collateral Agent").

WITNESSETH;

WHEREAS, reference is made to (i) the Credit Agreement, dated as of May 3, 2006 and amended and restated as of November 16, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THE SPORTS AUTHORITY, INC., as borrower (the "Borrower"). SLAPSHOT HOLDINGS CORP. ("Holdings"), the lenders from time to time party thereto (the "Lenders"), Wilmington Savings Fund Society, FSB, as successor administrative agent and Collateral Agent to Bank of America, N.A. (collectively, in such capacities, the "Agent"), and the other parties thereto and (ii) the Security Agreement, dated as of May 3, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdings, the Grantor and certain other Subsidiaries of the Borrower party thereto and the Collateral Agent.

WHEREAS, pursuant to the terms of the Security Agreement, (i) the Grantor and other parties thereto entered into the Intellectual Property Security Agreement dated as of May 3, 2006, in favor of the Collateral Agent and recorded with the United States Patent and Trademark Office on May 16, 2006 at Reel/Frame 3309/0786 (the "Intellectual Property Security Agreement") and (ii) the Grantor entered into the Intellectual Property Security Agreement Supplement dated as of November 16, 2010, in favor of the Collateral Agent and recorded with the United States Patent and Trademark Office November 18, 2010 at Reel/Frame 4408/0098.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement or the Intellectual Property Security Agreement used herein have the respective meanings assigned thereto in the in the Security Agreement or the Intellectual Property Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in IP Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following IP Collateral of such Grantor:

(a) all Trademarks, including, without limitation, the United States trademark registrations and applications of the Grantor listed on Schedule I attached hereto and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all Patents including, without limitation, the United States patents and patent applications of the Grantor listed on Schedule II attached hereto, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions and reexaminations of the foregoing; and all products and proceeds of the foregoing, including any right to sue by such Grantor against third parties for past, present and future infringements, misappropriations or dilutions of any Patent, including damages due and/or payable with respect to any Patents.

SECTION 3. Intellectual Property Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Intellectual Property Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement Supplement is deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall control,

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than any indemnity obligation for unasserted claims that by its terms survives the termination the Credit Agreement) and termination of the Intellectual Property Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Patents under this Intellectual Property Security Agreement Supplement.

SECTION 5. Counterparts. This Intellectual Property Security Agreement Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement Supplement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

TSA STORES, INC.

By: 

Name:

JEREMY AGUILERA

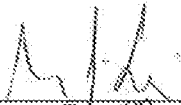
Title:

CHIEF FINANCIAL OFFICER




EXECUTIVE VICE PRESIDENT





COLLATERAL AGENT:




WILMINGTON SAVINGS FUND SOCIETY, FSB




By: 
Name: Geoffrey J. Lewis
Title: Vice President

Schedule I

Mark	Serial/ Registration Number	Filing/ Registration Date	Grantor
THE AUTHORITY ON SPORTING GOODS	2,101,178	9/30/1997	TSA Stores, Inc.
ASPIRE TO BE YOU	86/977,789	07/08/2013	TSA Stores, Inc.
BLOOM and HUMAN FIGURE (STYLIZED) 	86/977,736	01/08/2014	TSA Stores, Inc.
BODYFIT	86/843,870	12/09/2015	TSA Stores, Inc.
BODYFIT BY SPORTS AUTHORITY	86/843,865	12/09/2015	TSA Stores, Inc.
GIFT OF SPORT	86/780,722	10/07/2015	TSA Stores, Inc.
LIGHT UP YOUR GAME	86/170,690	05/13/2014	TSA Stores, Inc.
ASPIRE & Design 	4,870,995	12/15/2015	TSA Stores, Inc.
AXIAL	4,443,583	12/03/2013	TSA Stores, Inc.
CLASSIC SPORT & Design 	1,985,952	07/09/1996	TSA Stores, Inc.
CLEAR THE GEAR	4,365,693	07/09/2013	TSA Stores, Inc.
DIAMOND SCOT	4,558,471	07/01/2014	TSA Stores, Inc.
DRI-LOGIC	3,613,494	04/28/2009	TSA Stores, Inc.
DYNAMIC LAUNCH TECHNOLOGY	4,117,103	03/27/2012	TSA Stores, Inc.
EVERY 4 YEARS THE WORLD COMES TOGETHER	4,451,995	12/17/2013	TSA Stores, Inc.
EVO	4,832,247	10/13/2015	TSA Stores, Inc.
FEARLESS	4,447,328	12/10/2013	TSA Stores, Inc.
G-FORCE	4,474,077	01/28/2014	TSA Stores, Inc.

Mark	Serial/ Registration Number	Filing/ Registration Date	Grantor
GOLDEN GIRL	1,043,624	07/13/1976	TSA Stores, Inc.
HUMAN FIGURE (STYLIZED) 	4,810,338	01/08/2014	TSA Stores, Inc.
LASER	4,245,590	11/20/2012	TSA Stores, Inc.
LIGHT UP THE DIAMOND	4,575,601	07/29/2014	TSA Stores, Inc.
LIGHT UP THE FIELD	4,709,362	03/24/2015	TSA Stores, Inc.
MISC. TRIANGLE Design 	4,870,994	12/15/2015	TSA Stores, Inc.
MOUNTAIN Design 	4,809,078	09/08/2015	TSA Stores, Inc.
NATIONAL FOOTBALL AUTHORITY 	4,304,377	03/19/2013	TSA Stores, Inc.
OUTFIT · TRAIN · EXCEL	4,507,052	04/01/2014	TSA Stores, Inc.
OUTLAW	4,302,658	03/12/2013	TSA Stores, Inc.
OXIDE	86/302,653	06/6/2015	TSA Stores, Inc.
POWER PLAY DEALS	4,302,526	03/12/2013	TSA Stores, Inc.
PRAVADA	4,332,631	05/07/2013	TSA Stores, Inc.
PRO SPIN	4,507,272	04/01/2014	TSA Stores, Inc.
RAM	4,135,541	05/01/2012	TSA Stores, Inc.
REDEFINE YOUR RUN	4,507,053	04/01/2014	TSA Stores, Inc.
S.A. GEAR & Design	4,068,001	12/06/2011	TSA Stores, Inc.

Mark	Serial/ Registration Number	Filing/ Registration Date	Grantor
			
SA GEAR	4,106,141	02/28/2012	TSA Stores, Inc.
SHARE THE GOOD	4,238,369	11/06/2012	TSA Stores, Inc.
SLALOM	4,796,403	05/22/2014	TSA Stores, Inc.
SPEED CHAMBER	4,389,315	08/20/2013	TSA Stores, Inc.
SPORT YOUR PINK	4,575,804	07/19/2014	TSA Stores, Inc.
SPORTS AUTHORITY	4,317,280	04/09/2013	TSA Stores, Inc.
SPORTS AUTHORITY FIELD AT MILE HIGH	4,601,856	09/9/2014	TSA Stores, Inc.
SPORTS AUTHORITY FIELD AT MILE HIGH	4,354,588	06/18/2013	TSA Stores, Inc.
SPORTS AUTHORITY FIELD AT MILE HIGH & Design 	4,601,857	09/09/2014	TSA Stores, Inc.
SPORTS AUTHORITY FIELD AT MILE HIGH & Design 	4,354,585	06/18/2013	TSA Stores, Inc.
SWING TACK	4,426,023	10/20/2013	TSA Stores, Inc.
TDX	4,440,172	11/26/2013	TSA Stores, Inc.
TERRAIN	4,089,153	01/17/2012	TSA Stores, Inc.
THE LEAGUE BY SPORTS AUTHORITY	4,335,607	05/14/2013	TSA Stores, Inc.
THERE'S NOTHING LIKE THE GIFT OF SPORT	4,590,250	08/19/2014	TSA Stores, Inc.

Mark	Serial/ Registration Number	Filing/ Registration Date	Grantor
TOMMY ARMOUR	4,293,519	02/19/2013	TSA Stores, Inc.
TORCH	4,432,450	11/12/2013	TSA Stores, Inc.
TRAYL & Design 	4,765,043	06/30/2015	TSA Stores, Inc.
WRENCH Design 	4,752,463	06/09/2015	TSA Stores, Inc.
ZEBRA	4,606,272	09/16/2014	TSA Stores, Inc.
ZEBRA & Design 	4,814,270	09/15/2015	TSA Stores, Inc.

Schedule II

Title	Country	Serial #	Filed Date	Issue Date	Patent #	Status	Assignee/Applicant
Club Display Hanger	USA	14/627,922	2/20/2015			PENDING	TSA Stores, Inc.
Filtering Product Reviews Based on Physical Attributes	USA	14/661,732	3/18/2015			PENDING	TSA Stores, Inc.
Club Display Hanger	USA	29/531,080	6/23/2015			PENDING	TSA Stores, Inc.
Golf Putter Head	USA	D/243,555	11/28/2005	05/15/2007	D342,869	ISSUED	TSA Stores, Inc.
Golf Putter Head	USA	D/238,272	09/14/2005	10/31/2006	D331,242	ISSUED	TSA Stores, Inc.