

11-27-1998

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

100906720

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11-23 98

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

RECORDATION #1

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year
 / /

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
 / /

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/27/1998 SMITH 00000200 74464457

01 FC:481
02 FC:482

40.00 DP
400.00 DP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Process. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1819 FRAME: 0718

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

DeAnne H. Ozaki

11/23/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/094,815	<input type="text"/>	<input type="text"/>
75/102,768	<input type="text"/>	<input type="text"/>
75/102,770	<input type="text"/>	<input type="text"/>
75/102,769	<input type="text"/>	<input type="text"/>
07/148,071	<input type="text"/>	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 1, 1996, is made by DICK'S CLOTHING & SPORTING GOODS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, Grantor owns or is a party to the Trademarks (as defined in Schedule I hereto), including, without limitation, the Trademarks listed on Schedule II hereto;

WHEREAS, Grantor is a party to that certain Credit Agreement, dated as of February 1, 1996 by and among Grantor, Agent and the parties signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement Grantor and Agent entered into that certain Security Agreement dated as of February 1, 1996 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has pledged to Agent a lien on and security interest in all right, title and interest of Grantor in, to and under all of Grantor's Trademarks (including, without limitation, the Trademarks listed on Schedule II hereto), and including the goodwill of Grantor's business symbolized by the Trademarks, whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of any of the Trademarks, to secure the payment of all amounts owing under the Credit Agreement, and the Revolving Notes referred to in the Credit Agreement; and

WHEREAS, in furtherance of the intent of the parties under the Security Agreement, Grantor has agreed to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including without limitation, the Trademarks listed on Schedule II annexed hereto, and the goodwill of Grantor's business symbolized by the Trademarks;

(b) all products and proceeds of the Trademarks, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any of the Trademarks referred to in Schedule II annexed hereto; and

(c) all tangible assets of Grantor necessary to enable Agent and Lenders to enjoy all right and ability to use the Trademarks.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DICK'S CLOTHING & SPORTING
GOODS, INC.**

By: *Michael F. Hines*

Name: Michael F. Hines

Title: Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____

Name:

Its: Duly Authorized Signatory

Stamford\113756.1

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DICK'S CLOTHING & SPORTING GOODS, INC.

By: _____
Name: Michael F. Hines
Title: Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: *Lesly Erlenkotter*
Name: *Lesly Erlenkotter*
Its: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

As used in this Trademark Security Agreement, the following term has the following meaning (such meaning being equally applicable to both the singular and plural forms of the term defined):

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (i) all common law and statutory trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all renewals thereof, (iii) the right (but not the obligation) to sue for infringement or to bring opposition proceedings in the name of Grantor or Agent and (iv) all licenses, royalty payments thereunder, and together with the goodwill associated with and symbolized by such trademarks.

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

[See attached]

<u>US SERIAL NO</u>	<u>FILE DATE</u>	<u>US TM REG NO</u>	<u>TM REG DATE</u>	<u>ASSIGNEE</u>	<u>TRADEMARK</u>	<u>STATUS</u>
00/000,000	00/00/00	1,557,325	09/19/89	(STACK HOLDING COMPANY)	DICK'S CLOTHING & SPORTING GOODS	MAINTAINED
74/464,457	12/01/93	0,000,000	00/00/00	DICK'S CLOTHING & SPORTING GOODS, INC.	NORTHEAST OUTFITTERS & DESIGN	PENDING
74/540,666	06/21/94	0,000,000	00/00/00	DICK'S CLOTHING & SPORTING GOODS, INC.	OUTDOOR DEPARTMENT STORE	PENDING
74/540,682	06/21/94	0,000,000	00/00/00	DICK'S CLOTHING & SPORTING GOODS, INC.	FITNESS GEAR	PENDING
74/541,344	06/21/94	0,000,000	00/00/00	DICK'S CLOTHING & SPORTING GOODS, INC.	N.E.O. & DESIGN	PENDING
74/541,345	06/21/94	0,000,000	00/00/00	DICK'S CLOTHING & SPORTING GOODS, INC.	NORTHEAST OUTFITTERS & DESIGN	PENDING
74/732,813	09/22/95	0,000,000	00/00/00	DICK'S CLOTHING & SPORTING GOODS, INC.	BODY & SOLE & DESIGN	PENDING

STM 63143