

## RECORDATION FORM (TRADEMARK)

03-05-1999

DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeTab settings ☐ ☐ ☐ ☐ ☐ ☐

To the Honorable Commissioner of Patents and Trademarks: Please

by thereof.

100976601

## 1. Name of conveying party(ies):

Dick's Asset Management Corp.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

February 11, 1999

Execution Date: \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,

as Agent

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

Street Address: 201 High Ridge Road

City: Stamford State: CT ZIP: 06927

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

## A. Trademark Application No.(s)

See Attached Schedule

## B. Trademark Registration No.(s)

See Attached Schedule

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Melissa Lopes

Name: \_\_\_\_\_

Internal Address: Paul, Hastings, Janofsky  
& Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford State: CT ZIP: 06901

## 6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 3405.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

03/03/1999 JSHAMAZZ 00000094 1557325

DO NOT USE THIS SPACE

01 FC:481 40.00 DP

02 FC:482 300.00 DP

## 9. 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.

Melissa Lopes

Name of Person Signing

Melissa Lopes

Signature

3/1/99

Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK  
 REEL: 1864 FRAME: 0203

# TRADEMARKS

Trademarks	Registration Date	Registration Number	Application Number	Application Date	Status
Dick's Clothing & Sporting Goods	09/19/89	1,557,325			Maintained
Northeast Outfitters & Design	05/07/96	1,972,129			Maintained
N.E.O. & Design			74/541,544	06/21/94	Pending (Appeal Brief)
Northeast Outfitters & Design	01/14/97	2,030,642			Registered
Body & Sole & Design			74/732,013	09/22/95	Pending (Amendment filed 10/27/97)
Dick's Clothing & Sporting Goods & Design			75/055,490	02/09/96	Pending (Appeal Brief)
Right Price Promise	11/04/97	2,110,346			Registered
Got That Low Price Thing Working & Design	12/10/96	2,022,258			Registered
Fitness Gear & Logo	03/24/98	2,145,693			Pending (Examiner's Amendment of 10/07/97)
We'll Supply the Stuff, You Supply the Dread			75/094,815	04/26/96	Pending (Amendment filed on 06/04/97)
Freshwater & Logo with Colors			75/102,768	05/13/96	Pending (Notice of Appeal Filed 11/25/97)
NEO Northeast Outfitters & Logo	09/29/98	2,191,733			Pending (Appeal Brief)

STM/126874.1

## TRADEMARKS

Trademarks	Registration Date	Registration Number	Application Number	Application Date	Status
Right Stuff, Right Price & Logo	09/02/97	2,092,843			Registered

STM/126874.1

TRADEMARK  
REEL: 1864 FRAME: 0205

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of February 11, 1999, is made by DICK'S ASSET MANAGEMENT CORP., 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, pursuant to and subject to the terms of that certain Amended and Restated Credit Agreement, dated as of July 15, 1997 by and among Dick's Clothing & Sporting Goods, Inc., 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"), the Lenders have agreed to make Revolving Credit Loans and to incur Letter of Credit Obligations from time to time;

WHEREAS, in order to induce the Lenders to continue to make Revolving Credit Loans and to incur Letter of Credit Obligations, Grantor and Agent have entered into that certain Security Agreement dated as of even date herewith (as amended, restated, 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 other Loan Documents; 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:

Stamford\122940.1

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

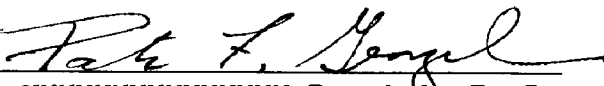
(c) all tangible assets of Grantor necessary to enable Agent and Lenders to enjoy all right and ability to use the Trademarks.

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 ASSET MANAGEMENT CORP.**

By:   
Name: ~~XXXXXXXXXXXX~~ Patricia F. Genzel  
Title: ~~XXXXXXXXXXXX~~ Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: \_\_\_\_\_  
Name:  
Its: Duly Authorized Signatory

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 ASSET MANAGEMENT CORP.**

By: \_\_\_\_\_  
Name: Norman J. Shuman  
Title: Vice President/Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent

By: *Charles D. Chiado*  
Name: *CHARLES D. CHIADO*  
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]

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We'll Supply the Stuff, You Supply the Dread			75/094,815	04/26/96	Pending (Amendment filed on 06/04/97)
Freshwater & Logo with Colors			75/102,768	05/13/96	Pending (Notice of Appeal Filed 11/25/97)
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STM/126874.1

TRADEMARK  
REEL: 1864 FRAME: 0213

"Express Mail" mailing label  
number: EE617401432US

Date of Deposit March 1, 1999

I hereby certify that  
the enclosed Assignment of Marks  
is being deposited with the United  
States Postal Service "Express Mail  
Post Office to Addressee" under 37  
CFR 1.10 on the date indicated  
above, and the letter is addressed to  
Assistant Commissioner for  
Trademarks.

Helen L. Winslow

(Typed or printed name of person  
mailing application)

Helen L. Winslow

(Signature of person mailing  
application)

SUBSCRIBED AND SWORN to  
before me this 1st day of March,  
1999.

Lisa M. Harrison

Notary Public

NOTARIAL SEAL  
LISA M. HARRISON, NOTARY PUBLIC  
STATE OF DELAWARE  
Date of Appointment: September 1, 1997  
My Commission Expires: September 1, 2000