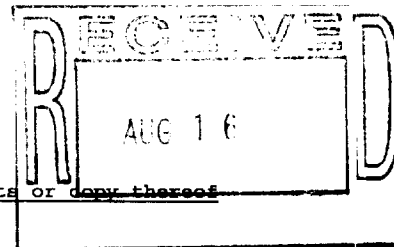


8-16-99

08-20-1999



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Commissioner of Patents and Trademarks

documents or copy thereof

1. Name of conveying party(ies):

Yogurt Ventures U.S.A., Inc.
2849 Paces Ferry Road, Ste. 750
Atlanta, Georgia 30339
USA

Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State: Georgia
Other

3. Nature of conveyance:

[X] Assignment Merger
Security Agreement Change of Name

Other:

Execution Date: July 12, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/253,409

Additional numbers attached?

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

Michael D. Fishman
Rader, Fishman & Grauer PLLC
1533 N. Woodward Avenue, Ste. 140
Bloomfield Hills, Michigan 48304
(248) 594-0630

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

The Sports Authority Michigan, Inc.
306 South Washington, Ste. 224
Royal Oak, Michigan 48067
USA

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
[X] Corporation - State: Michigan
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

B. Trademark Registration No.(s)

Yes [X] No

6. Total number of applications and registrations involved: one (1)

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

[X] Authorized to be charged to deposit account for the above amount and any additional fees necessary.

8. Deposit Account Number: 18-0013

(Attach duplicate copy of this page if using deposit account)

DO NOT USE THIS SPACE

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.

Michael D. Fishman
Name

[Signature]
Signature

August 11, 1999
Date

Total number of pages comprising cover sheet 2

Mail documents to be recorded with required cover sheet information to:

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Crystal Gateway 4, Room 335
Washington, D.C. 20231

08/19/1999 DCDATES 00000179 180013 75253409

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Assignment

THIS ASSIGNMENT, dated as of May 10, 1999 is by and between YOGURT VENTURES U.S.A., INC., a Georgia corporation with a principal address at 2849 Paces Ferry Road, Suite 750, Atlanta, Georgia 30339 ("Assignor"), and THE SPORTS AUTHORITY MICHIGAN, INC., a Michigan corporation with a principal address at 306 South Washington, Suite 224, Royal Oak, Michigan 48067 ("Assignee");

WHEREAS, Assignor owns, has used continuously since November 21, 1995 or earlier, and is using the marks THE SMOOTHIE AUTHORITY and THE SMOOTHIE AUTHORITY & Design (as depicted in Schedule 1, attached), and has filed U.S. Trademark App. Ser. No. 75/253,409 for the mark THE SMOOTHIE AUTHORITY & Design in Class 32 (collectively, the marks and application and any resulting registration shall be referred to as the "Marks"); and

WHEREAS, Assignee desires to acquire the Marks and the goodwill of the business associated therewith;

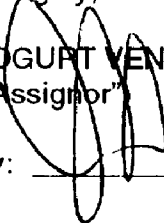
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all of its right, title, and interest in and to the Marks together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights of renewal, and all rights to sue for and receive all damages occurring from past infringing uses of the Marks. Assignor warrants that to its knowledge it has good and valid title to the Marks, including any applications and/or registrations therefor.

Assignor agrees that upon request by Assignee, at Assignee's expense, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment, as well as provide such other material, information, or assistance as Assignee may consider necessary.


This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

YOGURT VENTURES U.S.A., INC.
("Assignor")

By:  _____

Its: President

THE SPORTS AUTHORITY MICHIGAN, INC.
("Assignee")

By:  _____
Michael A. Lisi, SVP, General Counsel
& Secretary

THE Smoothie AUTHORITY

Yogurt Smoothies

Tropical Fruit Smoothies

Power Smoothies

1 **Jamaican Jammer**
Bananas,
Strawberries & creamy
nonfat yogurt

2 **Strawberry Squeeze**
Creamy nonfat
yogurt with loads
of Strawberries

3 **Raspberry Rocker**
Raspberries,
Bananas & creamy
nonfat yogurt

4 **Pina Collider**
Pineapple, Bananas,
Coconut Juice & creamy
nonfat yogurt

5 **Razzmatazz**
Raspberries,
Pineapple, Bananas &
creamy nonfat yogurt

6 **Caribbean Craze**
Strawberries,
Bananas &
ten fruit juices

7 **Strawberry Shooter**
Ten fruit juices
blended with loads
of Strawberries

8 **Raspberry Rhapsody**
Raspberries,
Bananas &
ten fruit juices

9 **Pineapple Passion**
Ten fruit juices
blended with Pineapple
& Bananas

10 **Raspberry Rhumba**
Raspberries,
Pineapple, Bananas
& ten fruit juices

11 **The
Waist Watcher**
Strawberries, Bananas,
nonfat yogurt
& Fat Burner

12 **Brain Booster**
Strawberries,
nonfat yogurt &
protein powder

13 **The Energizer**
Raspberries,
Pineapple,
Bananas, nonfat
yogurt & Energizer
Carbo Plax

14 **The Arnold**
Bananas,
Strawberries,
nonfat yogurt
& protein powder

Freshens[®]

Premium Yogurt, Ice Cream &

Smoothies

SCHEDULE 1