

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hibbett Sporting Goods, Inc.

- Individual(s) Canada Association
- General Partnership Limited Partnership
- Corporation - State Delaware
- Other _____

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

Name: **Illinois Hibbett, LLC**

Internal

Address: _____

Street

Address: 451 Industrial Lane

City: Birmingham State: Alabama Zip: 35211

Individual(s) citizenship: _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Illinois

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: None Pro Tunc December 14, 2001

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

A. Trademark Application No.(s)
78/104,493

B. Trademark Registration No.(s)
1,767,761 1,809,714

Additional number(s) attached Yes No

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

Name: Ralph W. Kalish, Jr.

Internal Address:

Blackwell Sanders Peper Martin

Street Address: 720 Olive Street - 24th Floor

City: St Louis State: MO Zip: 63101

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

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90

Enclosed

Authorized to be charged to deposit account 11-0160

If insufficient, please debit Deposit Account Number

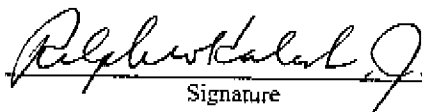
8. Deposit account number: **11-0160**

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.

Ralph W. Kalish, Jr.
Name of Person Signing


Signature

12/1/02
Date

Total number of pages including cover sheet, attachments and document: 3

713271 1

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

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into effective as of December 14, 2001, ("Effective Date"), by and between Hibbett Sporting Goods, Inc., a Delaware corporation ("Assignor") and Illinois Hibbett, LLC, an Illinois corporation ("Assignee").

WHEREAS, Assignor is the owner of all rights in the marks as listed on Exhibit A (the "Marks");

WHEREAS, Assignee is desirous of obtaining all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor is desirous of transferring all its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, for the United States, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and recordation of this Assignment

IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

Hibbett Sporting Goods, Inc. (Assignor)

Illinois HIBBETT, LLC (Assignee)

By: *Maxine B. Martin*
Name: *MAXINE B. MARTIN*
Title: *SECRETARY*

By: *Gary Smith*
Name: *GARY SMITH*
Title: *CFO*

NUNC PRO TUNC TRADEMARK ASSIGNMENT
Hibbett Sporting Goods, Inc. (Assignor)
Illinois Hibbett, LLC (Assignee)

Exhibit A

MARK
HIBBETT SPORTS
SPORTS ADDITION
HIBBETT

Ser. No./Reg. No.
78/104,493
1,767,761
1,809,714