

5-19-03

05-21-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



BT

102453934

To the Honorable Commissioner of Patents and Trademarks. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

Galyan's Nevada, Inc.

- Individual(s)
- General Partnership
- Corporation - State of Nevada
- Other _____
- Association
- Limited Partnership

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

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

Name: JPMorgan Chase Bank

Internal Address: _____

Street Address: 2200 Ross Avenue, Fourth Floor

City: Dallas State: Texas ZIP: 75201

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York Banking Corporation

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

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 25, 2003

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

A. Trademark Application No.(s)

See attached list.

B. Trademark registration No.(s)

See attached list.

Additional numbers attached? Yes No

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

Name: Cathryn A. Berryman

Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 27 (twenty-seven)

7. Total fee (37 CFR 3.41):

\$ 690.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____

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

05/20/2003 TBIAZ1 00000115 76455350

DO NOT USE THIS SPACE

FC:8521 40.00 DP
FC:8522 690.00 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.

Cathryn A. Berryman
Name of Person Signing

Signature

May 12, 2003
Date

Total number of pages comprising cover sheet: -10- (ten)

List of Trademark Applications and Trademark Registrations
(the record owner of all trademarks is Galyan's Nevada, Inc.)

Mark	Serial No./Registration No.
GXP (STYLIZED)	76/455,350
GXP PAINTBALL GALYAN'S EXTREME PAINTBALL & DESIGN	76/454,950
G & DESIGN	76/440,809
EXPERIENCE THE COOLEST SPORTS AND OUTDOOR ADVENTURE STORE. PERIOD.	76/437,908
FREEDOM TO PLAY	2,702,414
GALYAN'S FREEDOM TO PLAY	2,703,413
WORK & DESIGN	76/408,675
G GALYAN'S & DESIGN	76/407,546
GALYAN'S WORK WEAR & DESIGN	76/397,781
GALYAN'S WORK WEAR & DESIGN	76/397,543
G GALYAN'S AND DESIGN	76/397,541
GALYAN'S SPORTS & OUTDOOR ADVENTURE & DESIGN	2,584,999
GALYAN'S SPORTS AND OUTDOOR ADVENTURE & DESIGN	2,584,998
PITCHIN' IN & DESIGN	2,578,126
MISC. DESIGN (Consists of Curved Lines Creating a Pattern)	2,579,922
TRACKER SERIES & DESIGN	2,506,054
TRACKER SERIES	2,506,052
GALYAN'S ESTABLISHED 1946 & DESIGN	2,338,574
GALYAN'S TRADING CO. EST. 1946	2,258,886
ESTABLISHED 1946 & DESIGN	2,197,046
GALYAN'S	2,146,864
GALYAN'S	2,090,280
GALYAN'S	2,115,903
THE WORLD'S COOLEST SPORTS STORE	2,015,608
THE WORLD'S COOLEST SPORTS STORE & DESIGN	2,017,663
ARE YOU SERIOUS ABOUT YOUR SPORTS? WE ARE!	2,036,357
BLUE SKYLINE	76/503,023

TRADEMARK SECURITY AGREEMENT

WHEREAS, GALYAN'S NEVADA, INC., a Nevada corporation ("Grantor"), having an address at 3773 Howard Hughes Parkway, Suite 300, North Las Vegas, Nevada 89109, owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Galyan's Trading Company, Inc. ("Borrower"), JPMorgan Chase Bank (formerly The Chase Manhattan Bank), as collateral agent (the "Secured Party"), having an address at 2200 Ross Ave., Fourth Floor, Dallas, Texas, 75201 and the Lenders are parties to that certain Amended and Restated Credit Agreement dated as of April 25, 2003 (as the same may be amended and in effect from time to time, the "Credit Agreement"), which provides for extensions of credit to be made to the Borrower by the Lenders; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of April 25, 2003 (as the same may be amended and in effect from time to time, the "Security Agreement") among Borrower, Grantor, the other parties signatory thereto and the Secured Party, Grantor has granted to Secured Party a security interest in, among other assets of Grantor, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License (provided that, if, with respect to any trademark license granted to Grantor, Section 9.408 of the Uniform Commercial Code is not effective under applicable law to make ineffective any Restrictive Provision in the agreement governing the trademark license and the Grantor has not obtained a waiver of the applicable Restrictive Provisions, then the term "Trademark License" as used herein shall not include such trademark license until such waiver is obtain or the provisions of Section 9.408 become effective or the Restrictive Provisions are no longer effective (as used herein, the term "Restrictive Provisions" means any provisions in an agreement that prohibits, restricts or requires the consent of a party to the assignment or transfer of, or the creation, attachment or perfection of a security interest therein)), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future
(a) infringement or dilution of any Trademark or Trademark registration

including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted to evidence further the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25th day of April 2003.

Acknowledged:

GRANTOR:

GALYAN'S NEVADA, INC.

By:



Name: Robert A. Stout
Title: Treasurer

SECURED PARTY:

JPMORGAN CHASE BANK,
as Secured Party

By:

Name: _____
Title: _____

including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted to evidence further the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25th day of April 2003.

Acknowledged:

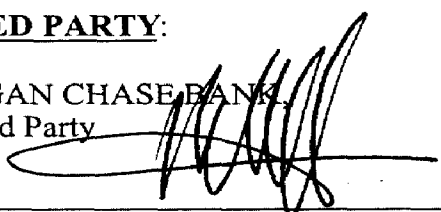
GRANTOR:

GALYAN'S NEVADA, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK
as Secured Party

By:  _____
Name: KIRK L STITES
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF INDIANA)
) §
COUNTY OF HENDRICKS)

This instrument was acknowledged before me this 24th day of April 2003, by Robert A. Stout, as Treasurer of Galyan's Nevada, Inc., a Nevada corporation, on behalf of such corporation.

{Seal}

Roberta L. Austin
Notary Public in and for the State of _____

My commission expires: _____

Roberta L. Austin, Notary Public
County of Residence: Marion
My Commission Expires: 7-13-2008

ACKNOWLEDGMENT

STATE OF INDIANA)
) §.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of April 2003, by _____, as Vice President of JPMorgan Chase Bank, on behalf of such institution.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) §
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of April 2003, by _____, as _____ of Galyan's Nevada, Inc., a Nevada corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

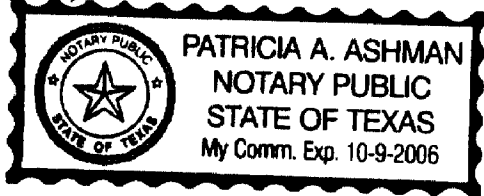
My commission expires: _____

ACKNOWLEDGMENT

Texas
STATE OF ~~INDIANA~~)
) §.
COUNTY OF Dallas)

This instrument was acknowledged before me this 25th day of April 2003, by Kirk L. Stites, as Vice President of JPMorgan Chase Bank, on behalf of such institution.

{Seal}



Patricia A. Ashman
Notary Public in and for the State of Texas

My commission expires: 10/9/06

Trademarks, Trademark Applications and Trademark Registrations
(the record owner of all trademarks is Galyan's Nevada, Inc.)

Mark	Registration No.	Goods	Status
GXP (STYLIZED)	76/455,350	Clothing, footwear and headwear, games and playthings, gymnastic and sporting articles	Pending – ITU
GXP PAINTBALL GALYAN'S EXTREME PAINTBALL & DESIGN	76/454,950	Paintball clothing, namely, tee shirts, pants, shorts, face masks, and gloves Paintball guns, and paintball gun parts, namely, barrels, fill adapters, non-telescopic sights, expansion chambers, adapters, and regulators; paintball accessories for recreational and professional paintball sports, namely, paintballs, carrying pails, and bags for gear	Pending – ITU
G & DESIGN	76/440,809	Eyeglass cases and cellular phone cases; umbrellas; clothing, footwear and headwear, toys and sport balls	Pending – ITU
EXPERIENCE THE COOLEST SPORTS AND OUTDOOR ADVENTURE STORE, PERIOD.	76/437,908	Retail sporting goods and clothing store services	Pending – Notice of Publication Issued
FREEDOM TO PLAY	2,702,414	Retail sporting goods and clothing store services	Registered (April 1, 2003)
GALYAN'S FREEDOM TO PLAY	2,703,413	Retail sporting goods and clothing store services	Registered (April 1, 2003)
WORK & DESIGN	76/408,675	Clothing, namely pants, shorts, shirts, jackets, hats, socks, sweatshirts, gloves and bandanas.	Pending – Approved for Publication
G GALYAN'S & DESIGN	76/407,546	Clothing, namely shirts, hats, shorts, sweatshirts, toys, namely squirt guns, balls and yo-yo's	Pending –ITU; Approved for Publication
GALYAN'S WORK WEAR & DESIGN	76/397,781	Clothing, namely pants, shorts, shirts, jackets, hats, socks, sweatshirts, gloves and bandanas.	Pending –ITU; Approved for Publication
GALYAN'S WORK WEAR & DESIGN	76/397,543	Clothing, namely pants, shorts, shirts, jackets, hats, socks, sweatshirts, gloves and bandanas.	Pending Approved for Publication

Mark	Registration No.	Goods	Status
G GALYAN'S AND DESIGN	76/397,541	Eyewear accessories, namely soft and hard shell cases, lanyards, clips, cleaning cloths, cleaning sprays, and repair kits comprised primarily of polishing pencils, buffing cloths, magnifying glass, screwdriver and screws, and cellular phone cases, umbrellas	Pending - Approved for Publication
GALYAN'S SPORTS & OUTDOOR ADVENTURE & DESIGN	2,584,999	Retail sporting goods and clothing store services	Registered (June 25, 2002)
GALYAN'S SPORTS AND OUTDOOR ADVENTURE & DESIGN	2,584,998	Retail sporting goods and clothing store services	Registered (June 25, 2002)
PITCHIN' IN & DESIGN	2,578,126	Charitable fund raising, namely promotion and support of not-for-profit organizations via financial sponsorship of sporting events featuring games, hobbies and other outdoor sports activities	Registered (June 11, 2002)
MISC. DESIGN (Consists of Curved Lines Creating a Pattern)	2,579,922	Athletic and active apparel, namely running shorts, tee shirts, aerobic exercise shirts, aerobic exercise shorts, warmup suits, basketball shorts and jerseys	Registered (June 11, 2002)
TRACKER SERIES & DESIGN	2,506,054	Exercise equipment, namely treadmills, and other exercise machines	Registered (November 13, 2001)
TRACKER SERIES	2,506,052	Exercise equipment, namely treadmills, and other exercise machines	Registered (November 13, 2001)
GALYAN'S ESTABLISHED 1946 & DESIGN	2,338,574	Clothing, namely, tank tops, sweatshirts, pants, shorts, skirts, ski bibs, overalls, coats, anoraks, ponchos, wind resistant jackets, sweaters, vests, cardigans, pullovers, dresses, skirts, jumpers, robes, undershirts, pajamas, briefs, boxers, track suits, tights, swimwear, warm-up suits, gloves, mittens, fishing waders, footwear, namely, sandals, clogs, dress shoes, canvas shoes, walking shoes, athletic footwear and boots; dart boards, dart cabinets, darts, inflatable balls, balloons, inflatable floats for recreational use, inflatable boats for recreational pool use, inflatable tires for recreational use, fishing rods, fishing reels, fishing lures, fishing hooks, fishing tackle, fishing lines, fishing leaders, fishing tackle boxes, footballs, baseballs, basketballs, playground balls, exercise stair-stepping machines, exercise treadmills, exercise stationary bicycles, exercise free weights, exercise barbells, exercise dumbbells, exercise weight lifting gloves and bells, exercise benches, baseball bats, baseball gloves, protective pads for hockey, protective pads for in-line skating, protective pads for baseball, protective pads for football, targets for both archery and firearms	Registered (April 4, 2000)

Mark	Registration No.	Goods	Status
GALYAN'S TRADING CO. EST. 1946	2,258,886	Retail sporting goods and clothing store services	Registered (July 6, 1999)
ESTABLISHED 1946 & DESIGN	2,197,046	Clothing, namely shirts, shorts, blouses, t-shirts, jeans, jackets, sweatervests, hats, belts, socks, stuffed toy animals, retail sporting goods store services	Registered (October 20, 1998)
GALYAN'S	2,146,864	Clothing, namely sweatshirts, pants, jeans, jackets, coats, anoraks, ponchos, sweaters, vests, pullovers, dresses, pajamas, belts and gloves, fishing rods and fishing tackle boxes	Registered - Supplemental (March 24, 1998)
GALYAN'S	2,090,280	Clothing, namely shirts, shorts, blouses, t-shirts, wind resistant jackets, skirts, boxer shorts, hats, socks, stuffed toy animals, protective pads for hockey, protective pads for in-line skating, protective pads for baseball, protective pads for football, dart boards, dart cabinets, darts, targets for both archery and firearms, inflatable balls, balloons, inflatable floats for recreational use, inflatable tires for recreational use, footballs, baseballs, basketballs and playground balls	Registered - Supplemental (August 19, 1997)
GALYAN'S	2,115,903	Retail sporting goods store services	Registered (November 25, 1997)
THE WORLD'S COOLEST SPORTS STORE	2,015,608	Retail sporting goods store services	Registered (November 12, 1996) Sec. 8 & 15 affidavit filed
THE WORLD'S COOLEST SPORTS STORE & DESIGN	2,017,663	Retail sporting goods store services	Registered (November 19, 1996) Sec. 8 & 15 affidavit filed
ARE YOU SERIOUS ABOUT YOUR SPORTS? WE ARE!	2,036,357	Retail sporting goods store services	Abandoned
BLUE SKYLINE	76/503,023	Clothing in International Class 25	Pending

Trademark Licenses

Name of Agreement	Parties	Date of Agreement
Amended Trademark License Agreement dated December 30, 2002	Galyan's Trading Company, Inc. and Galyan's Nevada, Inc.	December 30, 2002
Trademark License Agreement effective as of December 30, 2002	Galyan's Nevada, Inc. and Galyan's of Virginia, Inc.	December 30, 2002